Recorded Address: Physical Address: APN: 030-0370-021

| KNOW ALL PERSONS BY THESE PRESENTS: |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| WHEREAS, the governing board ("Board") of the Sacramento City Unified School District, ("District") and ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project: |
| ("Project" or "Contract") which Contract dated, 20, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and |
| WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract. |
| NOW, THEREFORE, the Principal and |
| ("Surety") are held and firmly bound unto the Board of the District in the penal sum of |
| |
| Dollars (\$), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to: |
| - Promptly perform all the work required to complete the Project; and |

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make

to perform all the Work required to complete the Project.

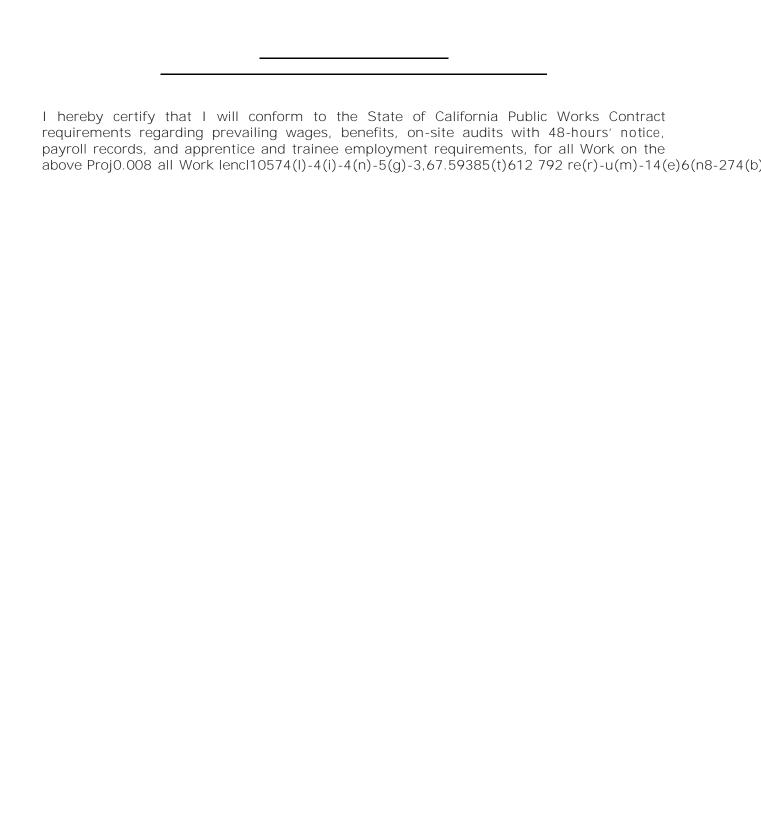
Pay to the District all damages the District incurs as a result of the Principal's failure

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

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

| KNOW ALL PERSONS BY THESE PRESENTS: |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| WHEREAS, the governing board ("Board") of the Sacramento City Unified School District ("District") and ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project: |
| ("Project" or "Contract") which Contract dated, 20, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and |
| WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upor the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code. |
| NOW, THEREFORE, the Principal and |
| ("Surety") |
| are held and firmly bound unto all laborers, material men, and other persons referred to ir said statutes in the sum of |
| Dollars (\$), lawful money of the United States, being a sum not less than the tota amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents. |
| The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any all, or either of them shall |

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not



| <u> </u> | - |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| The undersigned does hereby certify to the District that I am a represent currently under contract with the District; that I am familiar with the and that I am authorized and qualified to execute this certificate on be | facts herein certified; |
| Developer certifies that it has taken at least one of the following actions | (check all that apply): |
| Pursuant to Education Code section 45125.2(a), Developer has i | nstalled or will install, |
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The Developer

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

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

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

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

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

Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated have filed a valid exemption from vaccination with Developer

| I also understand that if the District determines that I have either (a) made a false certification, or (b) violated this certification by failing to carry out the requirements of se 8355, that the Contract awarded herein is subject to termination, suspension of paymer or both. I further understand that, should I violate the terms of the Drug-Free Workplac of 1990, I may be subject to debarment in accordance with the requirements of aforeme | ction ents, e Act |
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Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property.

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

| Date: | |
|---------------------------|--|
| Proper Name of Developer: | |
| Signature: | |
| Print Name: | |
| Title: | |
| THO. | |

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

Check the appropriate box to indicate your method of committing the contract dollar amount.

| Disabled veteran owned and your forces will perform at least 3% of this Contract | Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSB")* | Complete Part 1 of this form and the Certification |
|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| Disabled veteran owned but is unable to perform 3% of this Contract with your forces | Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3% | Include a copy of each DVBE's letter from OSB (including yours, if applicable), and complete Part 1 of this |
| disabled veteran owned | Use DVBE subcontractors /suppliers for at least 3% of this Contract | form and the certification |
| Unable to meet the required participation goals after good faith efforts | Make good faith efforts, including contacts, advertisement and DVBE solicitation | |

2.

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

3.

a.

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

4.

a. Developer represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully

- Developer will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.
- c. Notwithstanding District's rights granted by this paragraph, Developer may retain its own industrial hygiene consultant at Developer's own expense and may collect samples and may perform tests including, but not limited to, preabatement, during abatement, and post-abatement personal air monitoring, and Distric

9.

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 960l et seq.).

10.

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

Developer hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Developer's work on the Project for District.

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

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

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

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

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

| Date: | |
|---------------------------|--|
| Proper Name of Developer: | |
| Signature: | |
| Print Name: | |
| Title: | |
| Title. | |

This certification provides notice to Developer that:

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

1.

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

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

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

2.

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

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-

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

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

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation,

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

| Certification of: | Delivery Firm/Transporter Wholesaler Distributor | Supplier Broker Other | Manufacturer Retailer |
|-------------------|-----------------------------------------------------------|-----------------------------------------------------------|--------------------------|
| Type of Entity | Corporation Limited Partnership Sole Proprietorship | General Partnership Limited Liability Company Other | |
| Name of firm ("F | irm"): | | |
| Mailing address: | | | |
| Addresses of bra | nch office used for this Project: | | |

| DIR Registration #: | |
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| Date: | |
| Proper Name of Developer: | |
| Signature: | |
| Print Name: | |
| Title: | |
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| DATED: | _ 20 | | |
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| TO: | | | |

| DATED: | 20 |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TO: <u> </u> | ("Developer") DRESS] |
| PROJECT: | |
| | NO.: between the Sacramento City Unified School District ("District") per ("Contract"). |
| on | t No. 1 to the Facilities Lease for the above-referenced Contract has been approved, 20, by act of the District's Board. The Guaranteed Maximum Price the Project is). |
| | shall fully execute the following documents on the forms provided in the Contract as indicated on the forms and submit the same to District by no later than 5:00 calendar day following the date of this Notice of Amendment. |
| 1.1 | Performance Bond (100% of GMP). |
| 1.2 | Payment Bond (Contractor's Labor & Material Bond) (100% of GMP). |
| 1.3 | Disabled Veterans Business Enterprise Participation Certification. |
| | oper's timely compliance with those conditions, District may then issue the Notice with Construction for the Project. |
| | SACRAMENTO CITY UNIFIED SCHOOL DISTRICT |
| | BY: |
| | NAME: |
| | TITLE: |
| | |

| DATED: | | 20 |
|---------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TO: <u>[</u> / | ADDR | ESS] |
| PROJECT | : | |
| | | D.: between the Sacramento City Unified School District ("District") r ("Contract"). |
| Develope Work by | er is h | nereby notified that the construction phase of the Project will commence on |
| Develope | er mu wing | st submit the following documents by 5:00 p.m. on the calendar the date of this Notice to Proceed with Construction, and in no event later than day on which Developer has workers employed on the construction phase |
| 1. | .1 | Developer's preliminary schedule of construction. |
| 1. | .2 | Developer's preliminary schedule of values for all of the Work. |
| 1. | .3 | Developer's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals |
| 1. | . 4 | Developer's Safety Plan specifically adapted for the Project. |
| 1 | .5 | A complete list subcontractors of any and all tiers, including the name, address, telephone number, facsimile number, California State Contractors License number, classification, DIR registration number, and monetary value of all subcontracts for parties furnishing labor, material, or equipment for completion of the Project. |
| Thank yo | ou. V | Ve look forward to a very successful Project. |
| | | SACRAMENTO CITY UNIFIED SCHOOL DISTRICT |
| | | BY: |
| | | NAME: |
| | | TITLE: |
| | | END OF DOCUMENT |

DWK DMS 3804499v1

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



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

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

| Request for CED # Requested by: Performed by: Reason: | [Description of unforeseen item relating to Work] [Requester] [Performer] [Reason] | \$ |
|-------------------------------------------------------|------------------------------------------------------------------------------------|----|
| Request for CED # Requested by: Performed by: Reason: | [Description of unforeseen item relating to Work] [Requester] [Performer] [Reason] | \$ |
| Request for CED # Requested by: Performed by: Reason: | [Description of unforeseen item relating to Work] [Requester] [Performer] [Reason] | \$ |

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

Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act (Gov. Code, § 12650 et seq.). It is expressly understood that all force account work for the date stated above must be reported herein, and Developer may not claim any labor, equipment, material or any other costs or expenses not reported herein. Developer is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, or damages, not included are deemed waived. Developer: District: [Name] [Name] Date Date District may require additional information from Developer to review this Daily Force Account Report. Upon District's return of the Daily Force Account Report, Developer

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

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Developer waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of Developer's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

| District: | | Developer: | |
|------------|------|--------------------|------|
| [Name] | Date | [Name] | Date |
| Architect: | | Project Inspector: | |
| [Name] | Date | [Name] | Date |

END OF DOCUMENT

GUARANTEE FORM [Contractor's Name] hereby unconditionally guarantees that the Work performed at [FILL IN PROJECT NAME/RFP#/ADDRESS] has been done in

| \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | \$ | \$\$ \$\$ \$\$ further space is required, attach additional sheets showing the formation.] | Claim NO. | <u>Description of Claim</u> | Amount of Claim | <u>Date Clai</u> <u>Submitte</u> |
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