CONTRACT FORMS

For all or a portion of the following Site:

0415-468 California Middle School Renewal Project 1600 Vallejo Way, Sacramento, CA 95818 APN: 012-0260-001-0000 & 012-0260-002-0000

By and between

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

And		
[Developer] [Address]		
Dated as of	20	

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CONTRACT FORMS

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PERFORMANCE BOND (100% of Contract Price)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Sacramento City Unified School District, ("District") and ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:
California Middle School Renewal 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
and firmly bound unto the Board of the District in the penal sum of
Dollars (\$), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:
 Promptly perform all the work required to complete the Project; and

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

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

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

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

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

KNOW ALL	PERSONS	ΒY	THESE	PRESENTS:
INIOVV / LEE	LINGUING	$\boldsymbol{\mathcal{D}}$	IIILOL	I ILLULINIU.

WHEREAS, the governing board ("Board") of the Sacramento City Unified School District

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

for all purposes be deemed ar	original thereof, have been duly executed by the Principal and day of
Principal	Surety
Ву	Ву
	Name of California Agent of Surety
	Address of California Agent of Surety
	Telephone No. of California Agent of Surety

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

END OF DOCUMENT

PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

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

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

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

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

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

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

Pursuant to Education Code section 45125.2(a), Developer certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Developer who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Developer's and its subcontractors' or suppliers' employee is:

Name:		
Title:		

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

Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Developer's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Developer under the Contract.

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

[CONTINUED ON NEXT PAGE]

The	Developer,	who	is	not	а	sole	proprietor,	has	complied	with	the	fingerpr sio

List of Employees/ Subcontractors Name/ Company: _____ Name/Company:

Drug-Free Workplace Certification California Middle School Renewal Project

<u>DISABLED VETERAN BUSINESS</u> ENTERPRISE PARTICIPATION CERTIFICATION

GENERAL INSTRUCTIONS

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

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

YOUR BUSINESS ENTERPRISE IS:	AND YOU WILL	AND YOU WILL
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
NOT 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	Complete all of this form and the Certification

^{*} A DVBE letter from OSB is obtained from the participating DVBE.

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

FOCUS/ TRADE PAPER NAME

CHECK ONE

DATE OF ADVERTI SEMENT

CERTIFICATION

١,

f.	If Developer stops Work in connection with any hazardous condition and in any

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 District reserves the right to request documentation of all such activities and tests performed by Developer relating to the Work and Developer shall immediately provide that documentation upon request.

6. Compliance with Laws

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

7. Disposal

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

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

8. Permits

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Developer shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Developer shall submit evidence satisfactory to District that it and any disposal facility:
 - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and
 - (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Developer agrees to provide the required notice

9. Indemnification

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 960I .). 0 0 1 290.69 600.7 Tm0 G[(0 0 1 290.69 600.7 Tm[(5/69 600.00 cm) cm strength of the contraction of the cont

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HAZARDOUS MATERIALS CERTIFICATION

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

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

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

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

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

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

Date:	
Proper Name of Developer:	
Signature:	
Print Name:	
Title:	
	END OF DOCUMENT

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

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

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

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that Developer, its workers and sustrict that all painted sur0.00000912 0 and bed i-3())11fRibe-3()[a89t co).97t all pa4(on,)-3()-11

SKILLED AND TRAINED WORKFORCE CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows: That I am a representative of Developer currently performing work on the Project; that I am familiar with the facts familiaral Project

SKILLED AND TRAINED WORKFORCE MONTHLY REPORT (COVER PAGE)

NAME OF PROJECT:								
NAME OF CONTRACTOR:								
FOR THE MONTH OF:					<u>,</u> 20			
The undersigned he	reby certifies	that all	the	workers	employed	by	the	above-

SKILLED AND TRAINED WORKFORCE MONTHLY REPORT (WORKSHEET)

NAME OF PROJECT:	
NAME OF CONTRACTOR:	
FOR THE MONTH OF:	

REGISTERED SUBCONTRACTORS LIST (Labor Code Section 1771.1)

PROJECT:
Date Submitted (for Updates):
Developer acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers who will perform work or labor or render service to Developer or its subcontractors in or about the construction of the Work at least two (2) weeks before the subcontractor is scheduled to perform work. This document is to be updated as all tiers of subcontractors are identified.
Developer acknowledges and agrees that, if Developer fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject is subject to cancellation and Developer will be subjected to penalty under applicable law.
If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.
Subcontractor Name:
Address:
Contractor License #:

ESCROW AGREEMENT IN LIEU OF RETENTION Public Contact Code Section 22300

This Escrov	g	, 20	_, by	and	between	the	Sacra	mento	City	Unified	School	_ day or District
("District"),	whose	addres	ss is						,			

Escrow Agreement in Lieu of Retention California Middle School Renewal Project

NOTICE OF INTENT TO AWARD

DATED: _	20
TO:	("Developer") DDRESS]
PROJECT:	California Middle SchoolreW* nq72.024 56544 46.5910.2 reW* nBT/ F2 9Tf1 0 0 1 77.42

Notice of Award Page 1 of 2

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

	SACRAMENTO CITY UNIFIED SCHOOL DISTR	IC
	BY:	
	NAME:	
	TITLE:	
END	OF DOCUMENT	

Notice of Award California Middle School Renewal Project

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)		
STATE OF CALIFORNIA COUNTY OF) ss.)		
proved to me on the basis of sacknowledged to me that he/she instrument the person(s), or the	satisfactory evidence to be they executed the same entity upon behalf of whic	, Notary Public, personally appeared be the person(s) whose name(s) is/are subscribed to the in his/her/their authorized capacity(ies), and that by his/her the person(s) acted, executed the instrument. Is of the State of California that the foregoing paragraph is true.	within instrument and r/their signature on the
Witness my hand and office	cial seal.		
Signature of Notary Public:		(Seal)	

CONTINGENCY EXPENDITURE DIRECTIVE FORM

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



CONTINGENCY EXPENDITURE DIRECTIVE

Project: Date:

Building Project:

Project No.:

DSA File No.:

DSA Appl. No.:

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

Owner: Sacramento City Unified School Developet

District

5735 47th Avenue

Sacramento, CA 95824

ALLOWANCE EXPENDITURE DIRECTIVE FORM

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

ALLOW ANCE	
EXPENDITURE	
DIRECTIVE NO.:	

ALLOWANCE EXPENDITURE DIRECTIVE

Project: Building Project Date:

Project No.:

DSA File No.:

DSA Appl. No.:

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

Owner: Sacramento City Unified School Developer:

District

5735 47th Avenue

Sacramento, CA 95824

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

DAILY FORCE ACCOUNT REPORT

From: Developer To: Owner

[Name/Address]

C. <u>Equipment:</u>

Type / Model	Hrs. Operated	Rate

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

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

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

PROPOSED CHANGE ORDER FORM

Sacramento City Unified School District 5735 47 th Avenue	PCO NO.:	
Sacramento, CA 95824		
Project: Project No.: RFI #:	Date: DSA File No.: DSA Appl. No.:	

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

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

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

(PUT ON SUBCONTRACTOR LETTERHEAD) GUARANTEE FORM

	[Contractor's Name]
Vallejo Way, Sacramento, CA 95818	t California Middle School Renewal Project/ RFQ 0415-468 / 1600
two (2) ye	ears

Guarantee Form California Middle School Renewal Project

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND
ENTERED INTO THIS DAY OF, 20 by and between the
Sacramento City Unified School District ("District") and
("Developer"), whose place of business is
RECITALS
WHEREAS, District and Developer entered into a Facilities Lease and Site Lease for
the following project: Project ("Contract" or "Project") in the County of, California.
WHEREAS, The Work under the Contract was completed on, 20 and a Notice of Completion was recorded with the County Recorder on, 20
NOW, THEREFORE, it is mutually agreed between District and Developer as follows:
<u>AGREEMENT</u>
1. Developer

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Signature:
Print Name:
Title:
DEVELOPER:
Signature:
Print Name:
Title:

END OF DOCUMENT

Prevailing Wage Rate Calculation

Date:	Fringes Benefits (does not increase for OT rates)									Burden (Employer Payments)									
										Subtotal Straight / OT								Total	
No	Trade / Craft	Group	Basic Hourly Rate	Health & Welfare		Vacation	Other Payments	Subtotal (Fringes)		Hourly Rate	FICA	SDI	Workma n Comp.	UI	FUTA	Total Burden	Total Hourly Rate	Binaments	·
					Pension	/ Holiday			Training		7.65%	1.28%	Varies	6.20%	0.80%				Comments
Α	В	С	D	E	F	G	Н	I	J	K	L	M	N	0	Р	Q	R	Т	U
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			\$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	#		
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													0.00%						

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