

CONTRACT FORMS

For all or a portion of the following Site:

0510-433 C.K. McClatchy High School HVAC & Kitchen Modernization Project  
30!! "ree#ort \$!%d& Sacra' ento& CA (5)1)  
AP\*+ 01, -0, ! 0-003-0000

By and between

Sacra' ento City - ni.ied School /i0trict  
5135 41<sup>th</sup> A%en2e  
Sacra' ento& CA (5), 4

And

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Page

1.	Performance Bond .....	, -3
, .	Pay' ent \$ond;/e%elo#er0 7a=or & Material \$od .....	4-5
3.	Worker's Compensation Certification .....	!
4.	Prevailing Wage and Related Labor Requirements Certification .....	1
5.	Criminal Background Investigation /Fingerprinting Certification.....	) -10
1.	rug!Free Workplace Certification .....	1, -13
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PERFORMANCE BOND\*  
+ , , - of Contract Price.

Don't and shall indemnify and hold harmless the District, its trustees, officers and agents  
therein from and against all claims, damages, losses, costs and expenses, including reasonable  
attorneys' fees, that may be asserted against or incurred by the District, its trustees, officers or agents  
in connection with the performance of the contract.

The Contractor hereby agrees that the District may reject any contractor or subcontractor  
proposed by the Contractor to perform the work under the contract. The Contractor shall not utilize  
any subcontractor without the prior written approval of the District.





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PR) %A464N9 7 A9) AN\*  
R)6AT) \* 6ABOR R): ; 4R)M)NTS C)RT4F4CAT4ON

I hereby certify that I am a contractor to the State of California Public Contract  
regarding the following: **Page 0** = **enrollment** on-site **with 4** - **hour** notice  
**payroll record** and **apprentice and trainee** **employment** **entire** on the  
**Project** including **discovery** **labor** **monitoring** and **enforcement**  
the **contract** **relation**.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

8 / 9" / 9C-M8\*6



CR4M4NA6 BAC#9RO; N\* 4N%)ST49AT4ON  
<F4N9)RPR4NT4N9 C)RT4F4CAT4ON

The undersigned hereby certifies to the Director that the above named representative of the undersigned is currently under contract with the Director. The undersigned certifies that the representative herein certified and that the representative is authorized and qualified to execute this certificate on behalf of the undersigned.

The undersigned certifies that it has taken at least one of the following actions to check all that apply:



ATTACHMENT A?

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Name<Company: \_\_\_\_\_

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\* R; 9@FR)) 7 OR#P6AC) C)RT4F4CAT4ON

It is also understood that in the strict determination that it has either made a false certification herein or violated this certification by failing to carry out the requirements of Section 355 that the Contract awarded herein is subject to termination or rescission or other. It is further understood that it should not violate the terms of the foregoing or any other Act

TOBACCO@FR)) )N%4RONM)NT C)RT4F4CAT4ON

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\* 4SAB6) \* %)T)RAN B; S4N)SS  
)NT)RPR4S) PART4C4PAT4ON C)RT4F4CAT4ON

9)N)RA6 4NSTR; CT4ONS

Section 11011.11 of the Education Code requires each school district planning or planning to receive funds allocated pursuant to the State of California School Facility Program or the construction and/or modernization of school buildings to have a participation goal or dollar amount entered in the contract of at least three percent of the total dollar amount expended each year by the school district on projects that receive state funding. Therefore, the contractor shall award the contract to the contractor at the lowest price identifying the contractor to solicit participation in construction of the contract. Do not include the contractor's bid.

**PART 4 B Method of Compliance with %B) Participation Goal** Check the appropriate box to indicate the method of complying with the contract dollar amount.

50; R B; S4N)SS )NT)RPR4S)











I, the undersigned, hereby certify that to the best of my knowledge and belief the content of this document is true and correct.



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5. Monitoring and Te1ting

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the potential impact of the activities or to be in the Contract Price and the Scheduled Completion Date.

- c. \*Dithstanding right granted by this agreement shall allow the Contractor to retain on industrial hygiene consultant at the job site and to collect samples and analyze them for asbestos and lead and monitor and restrict the right to removal of all asbestos and lead and to be related to the work and the Contractor shall immediately provide that removal of asbestos.

1. Compliance with 6aw1

- a. The Contractor shall employ a health and safety Director in accordance with the practice and the highest standard in the hazardous waste removal and disposal industry and the applicable laws and the Contract documents and not limited to all responsibilities relating to the preparation and retention of the site's record of all removal of the waste including the removal of asbestos and lead and containing all necessary governing and regulatory information.
- =. The Contractor represents that it is familiar with and shall comply with all applicable federal, state and local laws, regulations and ordinances relating to

- @1C The protection of the public health, welfare and environment
- @,C Storage, handling or use of asbestos, PCBs, lead, petroleum, radioactive materials or other hazardous materials
- @3C The generation, processing, treatment, storage, transport and disposal of asbestos, petroleum, radioactive materials or hazardous waste materials or other materials of any kind and
- @4C The protection of environmentally sensitive areas, wetlands and coastal areas.

1. \*initial

- a. The Contractor has the sole responsibility for determining current storage, handling, transportation and disposal regulations for the Site and for each waste disposal facility. The Contractor shall comply fully with all applicable laws, regulations and any applicable laws. The Contractor shall not be obligated to remove asbestos, lead or other materials from the Site in accordance with the Contract documents.
- =. The Contractor shall develop and implement a system acceptable to the District to track hazardous waste from the Site to disposal and appropriate hazardous waste management on the EPA form and so that the Contractor shall track the volume of waste that is in each landfill and receive from each landfill a certificate of receipt.





C. Indemnification

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I hereby certify that no asbestos- or asbestos-containing material (including polychlorinated biphenyls (PCBs) or any material listed by the Federal or State Environmental Protection Agency or Federal or State health agency as a hazardous material or any other material defined as being hazardous under Federal or State law, rule or regulation as a Hazardous Material) shall be stored, handled, installed, or incorporated in any way into the Project or in any tool, device, clothing, or equipment intended to be used to affect any portion of the Project or District.

I further certify that it has instructed its employees with respect to the asbestos-mentioned standard, hazard, risk, and liability.

Asbestos and/or asbestos-containing material shall be defined as all material containing or listed to chrysotile, crocidolite, amphibole, 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 disturbance involving the disturbance of either or not material is a Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedures at the District's determination. The cost of any such testing shall be paid by the material owner to be a Hazardous Material.

All work or material owned to be a Hazardous Material or work or material installed with asbestos material shall be immediately rectified and this work shall be reported at the earliest time at no additional cost to the District.

I have read and understood the document titled Hazardous Material Procedures & Fire and shall comply with all the provisions outlined therein.

Date: \_\_\_\_\_  
Project name of: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Allowance

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Signat0re1:

Contractor:	Con1tr0ction Manager:
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*a' e& 6itle	*a' e& 6itle
SC; S* Senior Manager 4446 Facilitie1 PM:	SC; S* *irector 444 Facilitie1 M9MT:
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Signat0re1:

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4. The following claims are identified herein and the Rejected Claims are specifically excluded from the operation of this Agreement and release:

<u>Claim No.</u>	<u>Description of Claim</u>	<u>Antecedent of Claim</u>	<u>Rejected Claim</u>
_____	_____	G _____	_____
_____	_____	G _____	_____
_____	_____	G _____	_____
_____	_____	G _____	_____

3K. Further notice is required to attach additional items

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8\* / 9" /9C-M8\*6



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Date:

No	Trade / Craft	Group	Basic Hourly Rate	Health & Welfare	Vacatio	Other Day " e ts	Subtotal # \$ri ges%	Subtotal Straight / OT	Hourly Rate	SIC	S(i	Wor) " a Co " p*	#	#+T*	Total Burde	Total Hourly Rate	Co " " e ts
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