



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1a

Meeting Date: September 7, 2023

Subject: Approval/Ratification of Grants, Entitlements, and Other Income Agreements
Approval/Ratification of Other Agreements
Approval of Bid Awards
Approval of Declared Surplus Materials and Equipment
Change Notices
Notices of Completion

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy, Engaged Students; Family and Community Empowerment; Operational Excellence

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Recommended Bid Awards – Facilities Projects
5. Change Notices – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Jesse Castillo, Assistant Superintendent, Business Services

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Interim Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>LEATAATA FLOYD ELEMENTARY SCHOOL</u>		
National Black Nurses Association A24-00015	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$0 No Match
Period: 6/8/23 – 11/16/23. Description: Transform the nursing workforce by educating and inspiring youth from diverse populations to become nurses and to take courageous actions to improve health outcomes for all people.		
<u>CHARLES A. JONES SKILLS</u>		
SETA A24-00016	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$320,130 No Match
Period: 7/1/23 – 6/30/24. Description: Workforce Innovation and Opportunity Act (WOIA) Subgrant, Out of School Youth at Charles A. Jones Skills Center. Provides career exploration, workforce preparation, training, work experience for Charles A. Jones students ages 18-24, with the focus on eliminating barriers to employment and employment opportunities.		
<u>CHARLES A. JONES SKILLS</u>		
California Department of Education A24-00019	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$186,606 No Match
Period: 7/1/23 – 6/30/24. Description: Adult Education and Family Literacy Act Grant at Charles A. Jones Skills Center. Provides career and employment services to Charles A. Jones community students and individuals within Sacramento County. Offering job preparedness workshop and community referrals and wraparound services.		
<u>NUTRITION SERVICES</u>		
California Department of Education A23-00097-1	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$95,981 No Match
Period: 3/15/23 – 8/1/24. Description: Grant extension of the 2022 National School Lunch Program Equipment Assistance.		
<u>NEW TECH HIGH SCHOOL</u>		
California Department of Education A24-00021	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$250,000 No Match
Period: 7/1/23 – 6/30/27. Description: Middle and Early College Grant..		
<u>COLLEGE AND CAREER READINESS</u>		
California Department of Education A24-00022	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$15,912,500 No Match
Period: 7/1/23 – 6/30/28. Description: Grant for the California Community Schools Partnership Program (CCSPP): Implementation Grant, Cohort 2. The vision of all SCUSD Community Schools is to create welcoming community hubs which engage, support and strengthen students, families and neighborhoods -- hubs that are sustained by strong family, schools, and community partnerships. Our Community Schools will work toward elevating the assets and meeting the needs of children by		

building a positive school climate through trusting relationships, combined with rich learning opportunities that prepare all students to succeed in life. Twelve elementary schools are included in this new cohort: Abraham Lincoln, Caesar Chavez, Earl Warren, Edward Kemble, Ethel I. Baker, Ethel Phillips, John Bidwell, John Sloat, Oak Ridge, Pacific, Parkway and Woodbine. SCUSD Community Schools networks will align with the four pillars of the Community Schools model: Integrated support services; Family and community engagement; Collaborative leadership and shared decision-making; and Extended/expanded learning time and opportunities. This funding opportunity will provide resources needed to more fully implement each of these pillars.

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>Contractor</u>	<u>Description</u>	<u>Amount</u>

STUDENT SUPPORT AND HEALTH SERVICES

Addiction Treatment Tech (ATT) SA24-00179	7/1/23 – 6/30/24: Ratification is requested for renewal Care Solace MOU agreement for the Student Support and Health Services Department.	\$150,500 ESSER III Funds
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New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	The District provides Contractor with contact information of a student and/or family in need of mental health treatment providers and ATT works directly with student/family to connect them to treatment providers. Services includes a District-branded website for facilitation of services and access to care companions who provide customer service and are trained to navigate the mental health system and health insurance. Also included is implementation training and on-going support for the service. Action Item No. B19
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Kognito Solutions, LLC R24-00751	Approval of professional development subscription license for pre-kindergarten through high school interactive platforms that integrate several evidence –based models and techniques and learning principals by engaging in role-play conversations with emotionally responsive humans. Through practice and personalized feedback, users learn to assess their competency to lead similar real life conversations in the areas of “At-Risk for Early Childhood Educators,” “At-Risk for Elementary School Educators,” “At-Risk for Middle School Educators,” “At-Risk for High School Educators,” “Building Respect,” “Trauma Informed Practices,” “Resilient Together,” “Step In Speak Up,” “Safe & Caring Schools for Educators,” “Emotional & Mental Wellness”.	\$140,000 California Community Schools Partnership Act Implementation Grant Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

SPECIAL EDUCATION DEPARTMENT

Bluum USA Inc
R24-01100

The Special Education department has selected the use of Newline Interactive Touch flat panel displays to assist in the learning opportunities and experiences of students in the special day class programs.

\$890,740
ESSER III Funds

New Contract:

- Yes
- No

This was identified as a need while looking across the district for equal access points for curriculum and technology for students receiving special education services. New technologies with enhanced opportunities for students were missing within the District's special day class programs.

Interactive Display boards will assist our students in accessing core curriculum with accommodations/modifications, as well as assisting our students with the most significant needs access supplemental curriculum.

These interactive display boards will be in each of our special day class programs, crossing the age span of preschool through Adult Transition programs.

The department has identified Bluum as a vendor to provide the Newline displays due to cost efficiency, customer service and the company's mission of improving learning and making it more accessible to ALL learners.

District will be looking at student progress in curriculum, engagement and individual goals by completing pre-assessments and post-assessments on teachers use of interactive systems after use for one, two and three year spans.

The Bluum Quote (#281681) of \$890,740 includes the interactive touch flat panel displays, mobile stands, adapter sets, surge protector strips and installation. Action Item No. B21.

TRANSPORTATION SERVICES

Hunt & Sons Inc R24-00061	7/1/23 – 6/30/24. Annual renewal of Blanket Purchase Order for unleaded and diesel fuel for buses and white fleet (including but not limited to Transportation, Nutrition Services, Facilities Maintenance, Security Services, Warehouse Fleet, Child Development and Adult Education Services).	\$72,250 Transportation Home to School Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		\$352,750 Transportation Special Education Funds
		Total Contract Amount \$425,000
Synovia Solutions LLC R24-00708	7/1/23 – 6/30/24. Annual renewal of Blanket Purchase Order for lease/rental of “Child Check-Mate System” agreement SYN-00009863 for the Transportation Services Department.	\$24,650 Transportation Home to School Funds
Utilizing National Joint Powers Authority Cooperative Contract #022217-SSL	The “Child Check-Mate System” is a patented alarm system, which acts as an electric reminder to drivers that all children have safely disembarked the vehicle upon completion of each route, allow for GPS integration, and help ensure drivers perform post trip inspections.	\$102,350 Transportation Special Education Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Total Contract Amount \$145,000

FACILITIES MAINTENANCE

Hunt & Sons Inc R24-00442	7/1/23 – 6/30/24. Ratify annual renewal of Blanket Purchase Order for unleaded and diesel fuel for Facilities Maintenance industrial equipment and vehicles.	\$130,000 Ongoing Major Maintenance Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

MULTILINGUAL EDUCATION DEPARTMENT

Lexia Learning Systems, LLC R24-01286	8/1/23 – 7/31/24. Ratification is requested for Lexia English license with Virtual School Success Partnership renewal for C.K. McClatchy High School, Hiram Johnson High School, Pacific Elementary, Will C. Wood Middle School and Abraham Lincoln Elementary.	\$126,900 Title III Limited English Professional Funds
New Contract <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Success Partnerships work directly with the designated District contact to set goals, develop personalized and effective plans, monitor progress during Success Metrics Strategy Meetings, and create a professional learning plan to meet District needs.	

Unrestricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>TECHNOLOGY DEPARTMENT</u>		
AT&T R24-00874	7/1/23 – 6/30/24. Approve Increase to annual renewal of Blanket Purchase Order to AT&T for District voice and data services. Funded by the Department's FY2023-2024 budget.	Original Contract Amount \$70,000 General Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Increase Request: \$630,000 General Funds
		Total Contract Amount: \$700,000 General Funds
AMS.net R24-01168	7/1/23 – 6/30/24. Annual renewal of blanket order for AMS.net to provide District-wide licensing for CISCO Telecom Subscription. Cloud services which includes Webex Teams, File Storage, Cloud Video Registration and Webex Hybrid Services. An On-premised deployment includes: Cisco Unified Communications Manager, Cisco Unity Connections, Cisco Emergency Responder, Cisco Expressway, Cisco Jabber, Cisco Unified Attendant Consoles and Common Area Device License.	\$165,168 General Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Frontline Technologies Group R24-01248	7/1/23 – 6/30/24. Annual renewal of District-wide license and maintenance for Frontline Business Solutions (Escape). License includes Employee Online Portal and unlimited usage for employees. The District has utilized Escape for over 21 years for enterprise resource planning (ERP) software for finance, HR, and payroll. The Escape ERP system is designed for California K-12 education and currently has a large market share across California. Escape addresses the unique needs of the California K-12 industry with a configurable product lower in cost than other software systems that are not customizable to the District's needs. The District has evaluated other products in the past but found they could not service our needs. Technology Services finds it is in the best interest of the District to extend the contract for Escape.	\$573,826 General Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
T-Mobile USA, Inc. R24-00918	7/1/23 – 6/30/24. Annual renewal of Blanket Purchase Order for District cellular services, funded by the Department's FY2023-2024 budget.	\$360,000 General Funds
New Contract <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

EQUITY, ACCESS AND EXCELLENCE

Atvantage LLC SA24-00180	Approval to provide athletic trainer services for CKM, HJHS, JFK, WCampus, LBurbank, Rosemont for 23-24 fiscal year.	\$429,000 General Funds
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New Contract:

- Yes
- No

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
School of Engineering and Sciences Nicholas Elementary Albert Einstein Middle School Suy:u Elementary Fern Bacon Middle School O.W. Erlewine Elementary Mark Twain Elementary A.W. McClaskey Adult New Joseph Bonnheim Elementary	<p>BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.</p> <p>STATUS: The District has determined these items are not repairable nor usable.</p>
ITEMS	<p>RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546</p>
Computers (182 each) Chromebooks (1007 each) Laptops (39 each) Monitors (41 each) Printers (17 each) Projectors (18 each) Wireless Access Points (29 each) Misc. (55 each) *Crescor Warmer (1 each) *Wolf Oven (1 each)	
TOTAL VALUE	
\$0.00	
DISPOSAL METHOD	
E-Waste Recycle / *Recycle	

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0146-465 Site Security Improvements, Group 1 (Isador Cohen and Rosemont HS)

Bids received: August 24, 2023, 9:00 am
Recommendation: Award to Joe's Landscaping & Concrete
Funding Source: Measure H Funds

BIDDER	BIDDER LOCATION	AMOUNT
Joe's Landscaping & Concrete	Newman, CA	\$1,082,680
Rodan Builders	Hayward, CA	\$1,357,000
Golden Bay Fence	Stockton, CA	\$1,367,581
Crusader Fence	Rancho Cordova, CA	\$1,517,007

Bid No: 0510-465 Site Security Improvements, Group 2 (C.K. McClatchy HS, Fern Bacon, Parkway, Matsuyama, Sutterville, Rosa Parks)

Bids received: August 24 2023, 1:00 pm
Recommendation: Award to Joe's Landscaping & Concrete
Funding Source: Measure H Funds

BIDDER	BIDDER LOCATION	AMOUNT
Joe's Landscaping & Concrete	Newman, CA	\$2,800,574
AM Stephens	Lodi, CA	\$2,849,000
Crusader Fence	Rancho Cordova, CA	\$3,701,928
Rodan Builders	Hayward, CA	\$3,764,000

Bid No: 0510-433 CKM Chillers

Bids received: August 17, 2023, 2:00 pm
Recommendation: Award to Trane USA Inc.
Funding Source: Measure Q Funds

BIDDER	BIDDER LOCATION	AMOUNT
TopNotch Mechanical Inc.	Sacramento, CA	\$223,000- WITHDREW
Trane USA Inc.	Rocklin, CA	\$833,328 (Chillers and Unit Ventilators)

Bid No: 0029-464 Bret Harte Telecenter Upgrades

Bids received: August 18, 2023, 8:00 am
Recommendation: Award to: KS Telecom, Inc.
Funding Source: Measure Q Funds

BIDDER	BIDDER LOCATION	AMOUNT
KS Telecom, Inc.	Penryn, CA	\$391,600
Vanden Bos Electric, Inc.	Roseville, CA	\$399,300

Bid No: 0163-464 John Cabrillo Telecenter Upgrades

Bids received: August 18, 2023, 1:30 pm
Recommendation: Award to Vanden Bos Electric, Inc
Funding Source: Measure Q Funds

BIDDER	BIDDER LOCATION	AMOUNT
The Design Build	Sacramento, CA	\$263,765- WITHDREW
Vanden Bos Electric, Inc.	Roseville, CA	\$326,480
KS Telecom, Inc.	Penryn, CA	\$451,330
Bockmon & Woody Electric	Stockton, CA	\$638,291

Bid No: 0117-464 Father Keith B. Kenny Telecenter Upgrades

Bids received: August 18, 2023, 9:30 am
Recommendation: Award to KS Telecom, Inc.
Funding Source: Measure Q Funds

BIDDER	BIDDER LOCATION	AMOUNT
KS Telecom, Inc.	Penryn, CA	\$334,840
Vanden Bos Electric, Inc.	Roseville, CA	\$351,450
Bockmon & Woody Electric	Stockton, CA	\$563,068

Bid No: 0142-464 Hollywood Park Telecenter Upgrades

Bids received: August 18, 2023, 11:15 am
Recommendation: Award to Vanden Bos Electric, Inc.
Funding Source: Measure Q Funds

BIDDER	BIDDER LOCATION	AMOUNT
Vanden Bos Electric, Inc.	Roseville, CA	\$288,860
KS Telecom, Inc.	Penryn, CA	\$291,280
Bockmon & Woody Electric	Stockton, CA	\$453,732

Bid No: 0151-464 Leonardo da Vinci Telecenter Upgrades

Bids received: August 18, 2023, 12:15 pm
Recommendation: Award to Bockmon & Woody Electric
Funding Source: Measure Q Funds

BIDDER	BIDDER LOCATION	AMOUNT
Vanden Bos Electric, Inc.	Roseville, CA	\$578,600- WITHDREW
Bockmon & Woody Electric	Stockton, CA	\$874,665

Bid No: 0148-464 Leataata Floyd Telecenter Upgrades

Bids received: August 18, 2023, 3:00 pm
Recommendation: Award to KS Telecom, Inc.
Funding Source: Measure Q Funds

BIDDER	BIDDER LOCATION	AMOUNT
The Design Build	Sacramento, CA	\$158,890- WITHDREW
KS Telecom, Inc.	Penryn, CA	\$351,835
Vanden Bos Electric, Inc.	Roseville, CA	\$377,850
Bockmon & Woody Electric	Stockton, CA	\$513,806

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: Oak Ridge Elementary School New Construction

Recommendation: John F. Otto dba Otto Construction was awarded preconstruction services at the April 13, 2023 Board of Education Meeting to authorize staff to pursue a lease-leaseback contract with John F. Otto dba Otto Construction. This request for proposal (RFP) was publicly advertised on January 11, 2023, January 12, 2023, and January 18, 2023. Amendment No. 1 is to increase Pre-construction services for the assistance of the elevator design and submittal to the Division of State Architect; and the guaranteed maximum price (GMP) for Increment 1 in accordance with DSA approved plans and specifications dated May 26, 2023. Once plans are finalized, approved by Division of State Architect and the guaranteed maximum price (GMP) for Increments 2 and 3 are established, the construction contract will be submitted to the Board for approval.

Original Pre-Construction Amount: \$72,120; Measure H Funds

Approve Amendment No. 1 for revised Pre-Construction Amount: \$77,720; Including \$5,600 for the assistance of the elevator design; Measure H Funds

Approve Amendment No. 1 for Inc 1 Construction Amount of \$8,387,644 funded with Measure H Funds for the construction of Increment 1 at Oak Ridge Elementary School in accordance with DSA approved plans and specifications dated May 26, 2023.

New Total Contract Amount: \$8,465,364 (\$77,720 + \$8,387,644); Measure H Funds

The cost of construction is currently estimated at \$55,500,000.

National Black Nurses Association, Inc.
8630 Fenton Street, Suite 910, Silver Spring, MD 20910 Phone:
(301) 589-3200 Fax: (301) 589-3223

Memorandum of Understanding

Between

Leataata Floyd Elementary School in the

City of Sacramento and State of California

and

National Black Nurses Association (NBNA)

Mini Nurse Academy

This Memorandum of Understanding (MOU) is entered into on June 8, 2023 by and between the NBNA located at 8630 Fenton Street, Suite 910, Silver Spring, MD 20910 and the Leataata Floyd Elementary school located at 401 McClatchy Way, Sacramento, CA. 95818

First Party and the Second Party may be referred to individually as the "Party", or collectively, the "Parties".

1. MISSION

The National Black Nurses Association on which the Parties are intending to collaborate, has the following intended mission in mind:

Our mission is to transform the nursing workforce by educating and inspiring youth from diverse populations to become nurses, and to take courageous actions to improve health outcomes for all people.

2. PURPOSE AND SCOPE

There is an urgent need to increase the numbers of nurses from disadvantaged and minority populations to improve access and delivery of culturally and linguistically congruent care. This MOU supports the Mini Nurse Academy's goal to create a network of national and local partners that will implement our program addressing the social determinants of health by focusing upstream to educate children on healthy lifestyles and early introduction to the nursing profession; thereby increasing workforce diversity in nursing.

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to the Mini Nurse Academy.

3. OBJECTIVES

The Parties shall endeavor to work together to establish policies and procedures that will promote and sustain a Mini Nurse Academy for **eight weeks**.

4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Any Party may decide not to proceed with the Mini Nurse Academy contemplated herein for any reason or for no reason. A binding commitment with respect to the Mini Nurse Academy described herein will result only from execution of definitive agreements subject to the conditions contained therein. Notwithstanding the two preceding sentences of this paragraph, the provisions under the headings Governing Law and Confidentiality are agreed to be binding on, and enforceable, against the Parties.

5. TERMS OF UNDERSTANDING

It is mutually understood and agreed by and between the Parties that:

- a. Each Party takes legal and financial responsibility for the actions of its respective employees and volunteers. Each Party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the indemnifying Party's acts or omissions related to its participation under this MOU, and each Party shall bear the proportionate cost of any damages attributable to the fault of such Party, and its employees.
- b. Each Party shall carry insurance to cover its activities in connection with this MOU, for general liability to cover property and employees.
- c. This MOU may be amended from time to time by mutual agreement of the Parties in a written modification signed by both Parties.
- d. This MOU may be terminated by mutual agreement of the Parties, and shall automatically terminate upon completion of all responsibilities as stated herein, unless otherwise amended.

6. FUNDING COST

The Mini Nurse Academy shall be solely responsible for any and all costs associated with their responsibilities under this MOU.

7. CONFIDENTIALITY

Unless otherwise required by law, the specific terms and conditions of this MOU are to be considered to be confidential and proprietary and will not be disclosed by either Party to any third party without the prior written consent of the other Party hereto. In addition, all information provided by either Party to the other Party in connection with this MOU constitutes valuable and proprietary information of the disclosing Party and shall be held in confidence by the receiving Party and not be disclosed to any third party or used for any purpose other than pursuant to this MOU. Each Party agrees that it shall disclose such confidential information only to its employees requiring such information in the performance of this MOU that are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein. The aforementioned confidentiality obligations shall not apply to any information (i) already available in the public domain; (ii) already known to the receiving Party from sources other than the disclosing Party; (iii) made known to the receiving Party by a third party having no contractual or legal obligation of nondisclosure to the disclosing Party; (iv) independently developed by the receiving Party without the use, aid or application of the disclosing Party's confidential information; or (v) any disclosure required by law of a governmental agency or made pursuant to an order of a court of competent jurisdiction. In the event a Party is required to disclose the other Party's confidential information pursuant to clause (v) above, the Party will give prompt notice to the other Party who may contest such disclosure at its own expense. This provision shall survive for a period of three (3) years after the termination of this MOU.

8. MARKS

Both Parties recognize that each owns certain names, logos and marks ("Marks") (attached hereto as "Exhibit A") used in connection with its organization or operation, whether registered or not. It is agreed neither Party will do anything inconsistent with the other Party's ownership of its Marks. Each Party agrees that it will not use the Marks of the other without the prior written approval of the other, as set forth in the quality control measures set forth in paragraph 11 below. Upon the effective date of termination of this Agreement, each Party will immediately cease creating and placing Marks of the other Party in any manner suggesting that an ongoing relationship continues to exist.

9. REVIEW AND APPROVAL BY THE PARTIES, AND QUALITY CONTROL MEASURES

- a. All materials, including advertising and promotional materials (including without limitation press releases) utilizing Party's or any Party's affiliates' name and Party Marks shall be subject to Party's review and approval, not to be unreasonably withheld or delayed. Prior to any proposed use of Party's Marks, both Parties agree to submit a

mock-up or sample of such proposed use(s) to Party. Party shall have a period of ten (10) business days from its receipt of said proposed use(s) within which to review, approve or communicate to other Party any required changes to such proposed use(s). Party shall communicate its approval or disapproval within ten (10) business days from its receipt of such materials, if Party fails to respond to such submission within ten (10) business days such submission shall not be deemed approved. Any objections or corrections will be mutually discussed and reasonable efforts will be made by the Parties to reach a prompt and satisfactory agreement; provided, however, that Party shall make no use of such promotional materials without other Party's final approval.

10. ASSIGNMENT

This Agreement may not be assigned without the prior written consent of the other Party; provided that Party may at any time assign this agreement, in whole or in part, to any of its Affiliates. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

11. FORCE MAJEURE

If either Party is delayed or prevented from fulfilling its respective obligations under this Agreement by any cause beyond its reasonable control, then that Party will not be liable under this Agreement for that delay or failure.

12. GOVERNING LAW

This MOU shall be governed by and constructed in accordance with the laws of the State of California

13. REPORTING

- a. Reports are due monthly throughout the duration of this MOU.
- b. Record of all student and family participants
- c. Narrative including accomplishments, challenges and insights - (RN coordinator and School designee)
- d. Other data that may be required

For any reporting questions contact Dr. Jennifer J. Coleman (<mailto:jacolema@samford.edu>) or Dr. Loretta T. Lee (<mailto:llee@uab.edu>)

EFFECTIVE DATE AND SIGNATURE

This Memorandum of Understanding shall be effective upon the date of the last Party to sign this MOU below and shall terminate on November 16, 2023. The Parties indicate MOU with this MOU by their signatures below.

Contact Information

National Black Nurses Association, Inc.

Executive Director

8630 Fenton Street, Suite 910, Silver Spring, MD 20910

(301) 589-3200

Date:

(Signature)

(NBNA Executive Director)

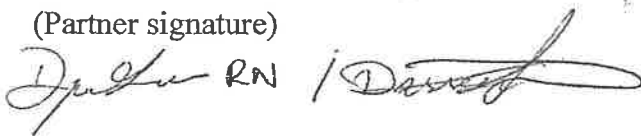
Date: 06/12/23

(Partner signature)



(Partner name, organization, position)

(Partner signature)



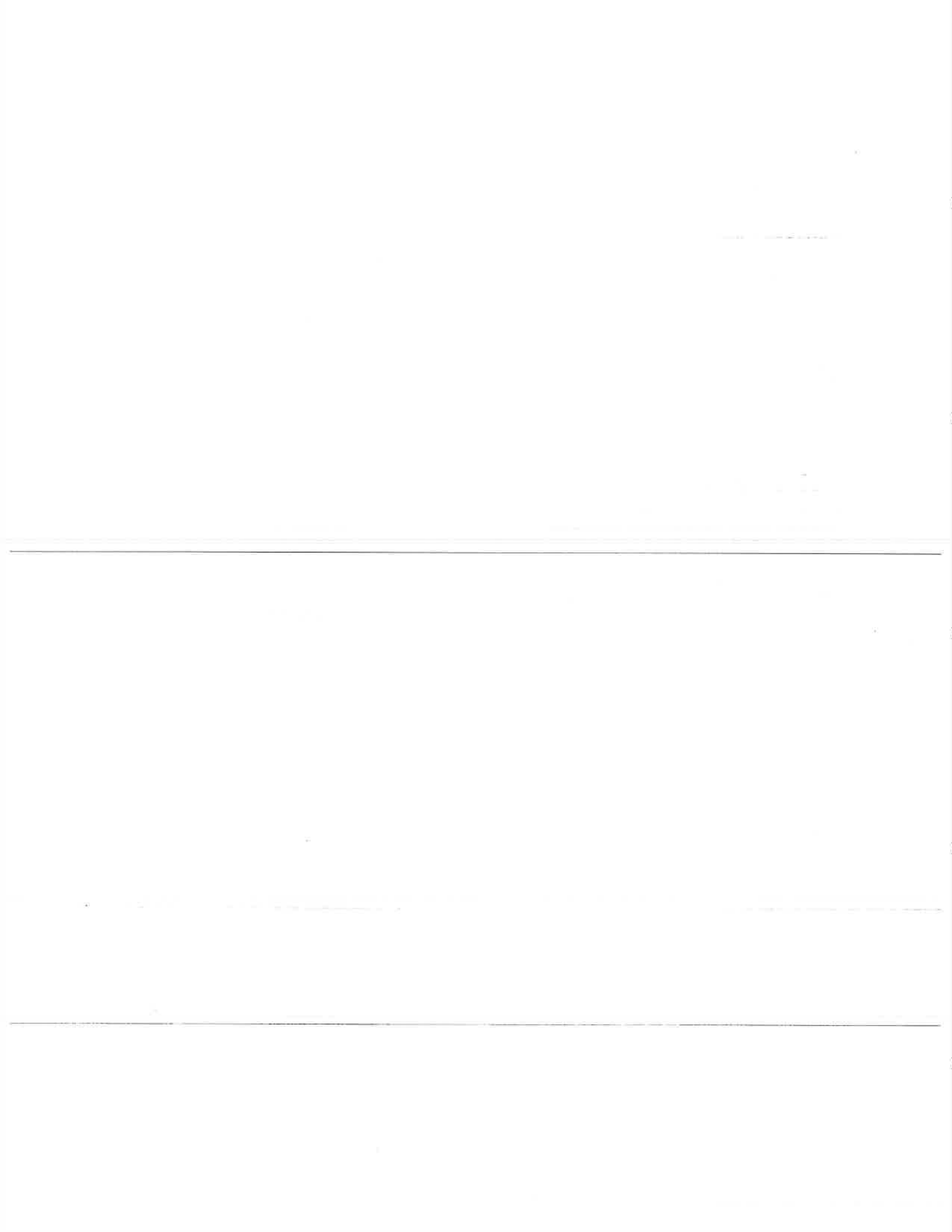
Date: 06/08/2023

(Partner name, a chapter of NBNA)

Jesse Castillo

Interim Chief Business Officer

Sacramento City Unified School District



Sacramento Employment and Training Agency SERVICE PROVIDER SUBGRANT under the Workforce Innovation and Opportunity Act		SUBGRANT NUMBER	
		074301OS-23	
1. SUBGRANTEE INFORMATION:		2. ACTIVITY/TARGET GROUP:	
Name: Sacramento City Unified School District		Out-of-School Youth	
3. AWARD AMOUNT:	\$320,130.00	4. CAT. NO./CFDA:	17.259
5. SUBGRANT TERM:	7/1/2023 through 6/30/2024	6. DUNS #:	060697109
7. MAXIMUM ANNUAL EXTENSIONS:	Three (3)		
8. TERMS AND CONDITIONS:			
This Service Provider Subgrant is between the Sacramento Employment and Training Agency (SETA) and Subgrantee. The parties agree to comply with all terms and conditions of this Subgrant, which consists of this signature page and the following Exhibits, each of which is attached hereto and incorporated herein by reference and made a part hereof. Exhibits 1 through 4 contain Subgrantee-specific terms and conditions that apply only to Subgrantee's performance of this Subgrant; Exhibits 5 through 13 contain general SETA terms, conditions and requirements that apply to any subgrantees' performance of a subgrant agreement, including this Subgrant.			
<ul style="list-style-type: none"> Exhibit 1 - Resolution Authorizing Execution of WIOA Service Provider Subgrant from the Sacramento Employment and Training Agency Exhibit 2 - Program Performance Overview Exhibit 3 - Program Budget and Cost Allocation Plan Exhibit 4 - Special Conditions Exhibit 5 - WIOA Assurances and Certifications Exhibit 6 - Fixed Assets, Information Technology and Low-Value Inventory Policies and Procedures Exhibit 7 - Policy on Advances Exhibit 8 - Intellectual Property Provisions Exhibit 9 - Insurance Requirements Exhibit 10 - Nondiscrimination Addendum Exhibit 11 - WIOA Complaint /Grievance Procedures Exhibit 12 - Policy on Confidentiality of Participant Records Exhibit 13 - Standard Conditions to Service Provider Subgrant Under the Workforce Innovation and Opportunity Act 			
SUBGRANTEE shall thoroughly examine the Exhibits listed above and attached hereto. The failure of SUBGRANTEE to examine the above-listed Exhibits, or the terms, conditions and requirements set forth therein, shall in no way relieve SUBGRANTEE of its obligations with respect to this SUBGRANT, including compliance with the terms, conditions and requirements set forth in the above-listed Exhibits. By executing this Subgrant, SUBGRANTEE specifically agrees to abide by all of the terms, conditions and requirements set forth in the above-listed Exhibits.			
IN WITNESS WHEREOF, this Subgrant has been dated and executed by the parties hereto.			
SUBGRANTEE			
Name: Sacramento City Unified School District			
By: <i>Jesse M. Castillo</i>		Date Signed: 08/21/2023	
Printed Name/Title of Authorized Signer: Jesse Castillo, Interim Chief Business Officer jesse-m-			
Address: 5451 Lemon Hill Avenue, Sacramento, CA 95824		E-Mail Address: castillo@scusd.edu	
SACRAMENTO EMPLOYMENT AND TRAINING AGENCY			
By:		Date Signed:	
Printed Name/Title of Authorized Signer: Jennifer Hernandez, Executive Director			
Address: 925 Del Paso Boulevard, Suite 100, Sacramento, CA 95815		E-Mail Address: Jennifer.Hernandez@seta.net	

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

RESOLUTION NO. 3299

Authorizing Delegation of Power to Contract

WHEREAS, Education Code Section 17604 authorizes the Governing Board to delegate to the district Superintendent or designee, the power to contract in the name of the Sacramento City Unified School District whenever the Education Code invests the power to contract in a governing board or any member of the board; and

WHEREAS, Education Code Section 17605 authorizes the Governing Board to delegate to any officer or employee of the Sacramento City Unified School District the authority to purchase supplies, materials, apparatus, equipment, and services within the expenditure limitations specified in Public Contract Code Section 20111; and

WHEREAS, on September 2, 2021, the Governing Board of the Sacramento City Unified School District adopted Resolution No. 3219 designating persons authorized to be empowered to contract which is hereby rescinded; and

BE IT RESOLVED AND ORDERED by the Governing Board of the Sacramento City Unified School District that in accordance with Education Code Section 17604, effective December 15, 2022, Jorge A. Aguilar, J.D., Superintendent, Rose Ramos, Chief Business and Operations Officer, Cancy McArn, Chief Human Resources Officer, Lisa Allen, Deputy Superintendent, Jesse Castillo, Assistant Superintendent of Business Services, and Robert Aldama, Interim Manager II, Purchasing Services, be and are hereby authorized and empowered to contract with third parties in the name of the Sacramento City Unified School District wherever the Education Code invests the power to contract in the Governing Board of the School District or any member of the Governing Board, without limitation as to money or subject matter; provided, however, that all such contracts must be approved or ratified by the Governing Board; and

BE IT FURTHER RESOLVED AND ORDERED by the Governing Board of the Sacramento City Unified School District that in accordance with Education Code Section 17605, effective December 15, 2022, J Jorge A. Aguilar, J.D., Superintendent, Rose Ramos, Chief Business and Operations Officer, Cancy McArn, Chief Human Resources Officer, Lisa Allen, Deputy Superintendent, Jesse Castillo, Assistant Superintendent of Business Services, and Robert Aldama, Interim Manager II, Purchasing Services, be and are hereby authorized and empowered to contract for the purchase of supplies, materials, apparatus, equipment, and services; provided, however, that no such individual purchase shall involve an expenditure by the District in excess of the amount specified by Section 20111 of the Public Contract Code; and

BE IT FURTHER RESOLVED AND ORDERED that all such transactions to purchase supplies, materials, apparatus, equipment, and services entered into in accordance with Education Code Section 17605 shall be reviewed by the Governing Board every sixty (60) days; and

BE IT FURTHER RESOLVED AND ORDERED that in the event of malfeasance in office, each of the persons named above shall be personally liable to the Sacramento City Unified School District for any and all monies of the District paid out as a result of such malfeasance; and

EXHIBIT 2

PROGRAM PERFORMANCE OVERVIEW

**EXHIBIT 2
ATTACHMENT A**

PROGRAM STANDARDS/REQUIREMENTS

SUBGRANTEE SHALL ADHERE TO THE FOLLOWING PROGRAM STANDARDS/REQUIREMENTS:

- A. Subgrantee provides services strictly in accordance with its Response to the Request for Proposal subject to limitations, clarifications, and/or requirements contained within this Subgrant, specifically this Exhibit, the Program Budget and Cost Allocation Plan Exhibit 3, and the Special Conditions Exhibit 4.
- B. Subgrantee shall comply with all applicable SETA WIOA Directives. Directives are available at SETA's website: www.seta.net.
- C. Subgrantee must work collaboratively with partners, employers, and community agencies that link youth to work, including public schools, alternative schools, and various training providers to extend and enhance learning opportunities as part of a year-round strategy.
- D. WIOA Youth service providers will be required to be located on-site at an SWJCC on a frequent basis to provide access to the WIOA youth program for youth seeking services through the Sacramento Works system.
- E. Subgrantee will build upon and strengthen partnerships with community organizations to effectively recruit, engage, and sustain youth in the program.
- F. All youth are required to participate in Work Experience (WEX).
- G. Subcontracting is not permitted. Accessing and paying for services on the Youth Vendor Services List is not considered subcontracting.
- H. Internal evaluation and monitoring are important elements for effective program management. The Self-evaluation/Monitoring Standards chart (**Attachment B** of this exhibit), stands as a reminder to subgrantee of those key program activities, which should be reviewed on a regular basis.

This chart is intended to be used as a guide. Processes/procedures noted under "Guide for Determining Deficiencies and Implementing Corrective Action" are not meant to replace those currently followed by a subgrantee. They are intended to supplement or enhance those processes/procedures used by an organization in conducting internal evaluation and monitoring.

Some program elements may be leveraged by partner agencies, and must be tracked by the Subgrantee.

I. Eligibility

For the Sacramento Works WIOA youth Program, an eligible youth is 16 to 24 years old, and faces barriers to staying in school or to finding stable employment (i.e., their household income is below the poverty line or 70% of the lower living standard income level) and meets eligibility per the guidelines below:

**EXHIBIT 2
ATTACHMENT A**

REQUIRED ACTIVITIES:

J. Case Management:

1. Subgrantee must perform case management.
2. All youth receiving individualized services must be enrolled in CalJOBS.
3. All services provided must be documented in the CalJOBS case management system.
4. Case management is required for all participants and is comprised of three subparts: Objective Assessment, Service Plan Development and Coordination of Services:

a. Objective Assessment of Goals, Needs, and Resources must address the following:

- Education level
- Skill level
- Service needs
- Basic Skills
- Occupational skills
- Prior work experience
- Employability
- Interests, including non-traditional
- Aptitudes
- Supportive service needs
- Developmental needs

b. Service (Employment) Plan Development based on Objective Assessment must include:

Note: The Individual Service (Employment) Plan can be based on a previously developed plan (i.e., Individual Education Plan), or developed as part of this youth program. The strategy must include:

- An employment goal, traditional or non-traditional
- Education goals
- Achievement objectives
- Services based on the assessment
- Ongoing case management

c. Coordination of service delivery and quality assurance: service delivery will be coordinated by the case manager in partnership with the youth to implement the service plan. The case manager will connect the youth to program components, track the progress of each youth to insure the quality of the services provided, and ensure that each youth achieves the planned outcome goals. Services must be documented in CalJOBS case management system.

K. Subgrantee must provide preparation for continued education, links between academic and occupational learning, and preparation for unsubsidized employment or connections to

**EXHIBIT 2
ATTACHMENT A**

N. WIOA Program Elements:

Subgrantee ensures that all of the following youth program elements are available through WIOA or leveraged resources:

1. Secondary School Completion Services
2. Alternative Secondary School Services
3. Paid or unpaid work experience that have academic and occupational education as a component of the work experience, which may include:
 - Summer employment opportunities and other employment opportunities available throughout the school year
 - Pre-apprenticeship programs
 - Internships and job shadowing
 - On-the-Job Training opportunities

Note: Work Experiences are planned, structured learning experiences that take place in a workplace for a limited period of time generally not to exceed 300 hours and not limited to less than 100 hours.

4. Occupational Skills Training that leads to industry recognized postsecondary credentials that align with in-demand industry occupations
5. Education offered concurrently with and in the same context as workforce activities and training for a specific occupation or cluster
6. Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive and civic behaviors
7. Supportive Services
8. Adult Mentoring
9. Comprehensive Guidance and Counseling
10. Follow-up Services for not less than 12 months after program completion
11. Financial literacy education
12. Entrepreneurial skills training
13. Career awareness, career counseling and career exploration services about in-demand industry sectors/occupations
14. Activities that help youth prepare for and transition to postsecondary education and training. These activities are based on each participant's objective assessment and individual service strategy and could include:
 - Help participants prepare and submit postsecondary education applications and financial aid
 - Research and apply for scholarships
 - Develop portfolio that demonstrates accomplishments and competencies

**EXHIBIT 2
ATTACHMENT A**

- K. Subgrantee shall not place youth at a work site under the same supervisor(s) as is being utilized by another SETA-funded program. This, however, does not preclude different subgrantees from developing sites within different departments of the same agency. It is the responsibility of the subgrantees to assure compliance with this requirement prior to placement of youth.
- L. Subgrantee must have formally documented procedures readily accessible for examination which assure: a) adequate supervision of each youth; b) adequate accountability for youth and time in attendance; c) adherence to the rules and regulations governing the program; d) documentation of youth progress; and e) that the purpose is to provide bonafide training and not public service employment.
- M. SETA reserves the right to deny the use of a work site based on past experience or if otherwise determined inappropriate. ***Subgrantee will submit a completed Employer/Worksite list of all youth who were provided a WEX no later than June 30 of the program year.***

The work site list must contain the following information on each prospective work site:

- Name and address of proposed work site
- Name and phone number of supervisor(s) at each site
- Occupational title(s)
- Number of participants to be placed at work site
- Hourly wage
- Length of training

- N. Summer employment opportunities cannot be stand-alone activities.
- O. Subgrantee and employers must comply with the Healthy Workplaces, Healthy Families Act (HWHFA), signed into State law in 2014, which establishes a State mandate for employers to offer paid sick leave to eligible employees.

**EXHIBIT 2
ATTACHMENT A**

SECONDARY SCHOOL COMPLETION SERVICES

Secondary School Completion activities are required for all In-School Youth and may be provided by partner agencies and coordinated by Subgrantee.

SUBGRANTEE WILL ADHERE TO THE FOLLOWING PROGRAM REQUIREMENTS:

- A. Secondary school completion activities include tutoring, study skills training, instruction and evidenced-based dropout prevention and recovery strategies that lead to completion of the requirement for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential.
- B. Incentives for academic progress are allowable, in accordance with Exhibit 3, Budget and Cost Allocation Plan.
- C. Subgrantee must have a system in place to track the effectiveness of this activity. Data must be made available to SETA upon request.

**EXHIBIT 2
ATTACHMENT A**

OCCUPATIONAL SKILLS TRAINING

Occupational Skills Training is provided/accessed by Subgrantee using leveraged resources.

SUBGRANTEE WILL ADHERE TO THE FOLLOWING PROGRAM REQUIREMENTS:

- A. Occupational Skills Training and employment opportunities directly linked to academic and occupational learning includes instruction in job specific and basic skills in a specific job or industry and must be related to the local labor market demand.
- B. Subgrantee may offer training through public educational institutions, vocational education and career academies in high schools for In-School Youth, or adult education and community colleges for Out-of-School Youth.

All internships and employment placements must be directly linked to Occupational Skills Training. 90% of all Occupational Skills Training must be in the Critical Occupational Groups identified by Sacramento Works, Inc. which include:

- Advanced Manufacturing
- Information and Communication Technologies (ICT)
- Health Services
- Life Sciences
- Clean Economy
- Education and Knowledge
- Construction
- Food and Agriculture

**EXHIBIT 2
ATTACHMENT A**

ADULT MENTORING

Adult Mentoring activities may be provided by partner agencies and coordinated by Subgrantee.

SUBGRANTEE WILL ADHERE TO THE FOLLOWING PROGRAM REQUIREMENTS:

- A. Adult mentoring must last at least twelve (12) months and may take place during both the program and following exit from the program.
- B. Subgrantee must conduct background checks, including fingerprinting, on all adult mentors.
- C. Subgrantee must ensure that mentors are trained to understand their roles and responsibilities.
- D. Subgrantee must ensure that mentors have regular interaction with youth that includes structured activities where the mentor offers guidance, support, and encouragement to develop the competence and character of the youth.
- E. Subgrantee must have a system in place to address a bad mentor/mentee match. Group mentoring activities and mentoring through electronic means are allowable as part of mentoring activities, at a minimum. Subgrantee must match the youth with an individual mentor with whom the youth interacts on a face-to-face basis.
- F. Mentoring may include workplace mentoring where the Subgrantee matches a youth participant with an employer or employee of a company.
- G. Subgrantee must ensure that all mentor activities are documented in youth files.

**EXHIBIT 2
ATTACHMENT A**

ENTREPRENEURIAL SKILLS TRAINING

Entrepreneurial Skills Training activities may be provided by partner agencies and coordinated by Subgrantee.

SUBGRANTEE WILL ADHERE TO THE FOLLOWING PROGRAM REQUIREMENTS:

- A. Entrepreneurial Skills Training provides the basics of starting and operating a small business.
- B. This component/element must develop the skills associated with entrepreneurship skills, such as, but not limited to:
- Take initiative
 - Creatively seek out and identify business opportunities
 - Develop budgets and forecast resource needs
 - Understand various options for acquiring capital and the trade-offs associated with each option
 - Communicate effectively and market oneself and one's ideas
- C. Approaches to teaching youth entrepreneurial skills may include the following:
- Values and basics of starting and running a business
 - Development of a business plan
 - Simulations of business start-up and operation.
 - Supports and services that incubate and help youth develop their own businesses
 - Helping youth access small loans or grants that are needed to begin business operation
 - Providing more individualized attention to the development of viable business ideas.
 - Experiential programs that provide youth with experience in the day-to-day operation of a business. These programs may involve the development of a youth-run business that young people participating in the program work in and manage
 - Facilitate placement in apprentice and internship positions with adult entrepreneurs in the community.

**EXHIBIT 2
ATTACHMENT B**

SELF-EVALUATION/MONITORING STANDARDS

Internal self-evaluation and monitoring conducted at the subgrantee level are important elements for effective program management. Listed below are key activities which should be reviewed on a regular basis. Evaluations and subgrantee level monitoring must be formally documented and readily accessible for examination.

Activities Evaluated/Monitored/ Staff Responsible	Frequency	Guide for Determining Deficiencies and Corrective Action/Staff Responsible
1) Outreach/Recruitment/Referrals: OSY Case Manager	On Going	Compare actual vs. planned enrollments. Develop appropriate strategies to enhance enrollment. Manager III
2) Selection/Enrollment of Target Population: OSY Case Manager	On Going	Compare actual vs. planned enrollments. Develop appropriate strategies to enhance recruitment/enrollment of target population, if necessary. Manager III
3) File Reviews - Assessments, Youth Input, Development of Participant Plan in CalJOBS, Participant Progress: OSY Case Manager	On-going	Increase frequency of file reviews by staff and if deficient, implement plan to improve. Manager III
4) Outcomes: Real Time and WIOA Benchmarks and Common Measures: Manager III	Weekly/Monthly	MIS/SETA reports will be used to evaluate progress. Adjustments will be made as needed to report accurate data in a timely manner and ensure that youth are attaining their education- and employment-related goals. Manager III

EXHIBIT 3

PROGRAM BUDGET AND COST ALLOCATION PLAN

COST ALLOCATION PLAN

ACTUAL METHODS (Do not give dollar amounts), which will be used to charge/allocate a FAIR SHARE of ACTUAL costs to this budget ("Budget" column) and to cost categories (administration and program) within the budget ("Cost Category").

Cost Item	Use abbreviation at bottom of page	
	Budget	Cost Category
A. Personnel Costs	ST/DC	ST/DC
B. Equipment Costs	N/A	N/A
C. Other Costs	DC	DC
D. Direct Participant Costs	DC	DC

ABBREVIATIONS: (Some commonly used methods. If a method you use is not listed, add it to the list)

- DC Direct Charge:** Not a share cost. ACTUAL costs charged to a budget or cost category will be directly identified with the budget or cost category.

- SF Square Footage:** Shared Cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of ACTUAL space used for the budget or cost category.

- ST Staff Time:** Shared Cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL staff time spent on the budget or cost category.

- SF/ST Square Footage Combined with Time of Staff Using Space:** Shared cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL space and the % of total ACTUAL staff time within the space used for the budget or cost category.

- #S Number Served:** Shared cost. ACTUAL costs will be allocated to a budget based upon the % of total ACTUAL participants served by the budget.

- U Usage:** Shared cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL usage for the budget or cost category. The backup documentation for ACTUAL usage will be:

EXHIBIT 3

B. Equipment Costs				Costs For This Program		
1. Purchases of Fixed Assets*		Full Purchase Price	% WIOA (ex: .25 = 25%)	WIOA	Non-WIOA	Total
Total Purchases of Fixed Assets						0
2. Other Equipment Costs						
Select One	Equipment Description	Full Purchase Price X # of items X % WIOA (Ex. 1,000 x 1 x .25) Or Full Cost/Month X # of Months X % WIOA (Ex. 1,000 x 12 x .25)		WIOA	Non-WIOA	Total
Total Other Equipment Costs						0

* Fixed Assets: Equipment (non-expendable personal property) with an acquisition cost of \$5,000 or more per unit and a useful life of more than one year.

EXHIBIT 3

D. Direct Participant Costs				Costs For This Program	
Type/Cost Information	WIOA	Non-WIOA	Total		
1. Wages/Compensation – <input checked="" type="checkbox"/> Work Experience					
50 (Slots) \$17.00 (Hourly Wage) 120 (Avg. Hrs. of Training)	\$102,000		\$102,000		
1a. In-kind Work Experience – <input type="checkbox"/> Work Experience					
(Slots) \$ (Hourly Wage) (Avg. Hrs. of Training)					
2. Participant FICA (Employer's Contribution only)	\$7,803		\$7,803		
2a. In-kind Participant FICA (Employer's Contribution only)					
3. Worker's Compensation	\$1,714		\$1,714		
4. OJT Employer Reimbursement					
(Slots) \$ (Hourly Wage) (Avg. Hrs. of Training)					
5. Other Participant Costs	\$111,517		\$111,517		
Training	\$5,000		\$5,000		
Training Materials	\$2,661		\$2,661		
6. Supportive Services	\$7,661		\$7,661		
Clothing, Safety Equipment, Boots and Tools	\$4,000		\$4,000		
Child Care/Transportation					
Youth Incentives	\$1,000		\$1,000		
GED Fees	\$1,000		\$1,000		
Other:					
Total Supportive Services	\$6,000		\$6,000		
Total Direct Participant Costs	\$125,178		\$125,178		

SPECIAL CONDITIONS

The Service Provider Subgrant under the WIOA between the Sacramento Employment and Training Agency and Sacramento City Unified School District is subject to the special condition(s) and timeframe(s) outlined below:

<u>Condition(s)</u>	<u>Timeframe(s)</u>
1. SUBGRANTEE shall only provide youth program services to eligible participants residing within Sacramento County. Exceptions may be approved on a case-by-case basis.	Entire Term of SUBGRANT
2. Twenty percent (20%) of the total WIOA allocation must be allocated to Work Experience (WEX), which includes personnel and case management time, WEX wages, FICA, and Worker's Compensation.	Entire Term of SUBGRANT
3. All Youth program marketing materials must be approved by SETA management prior to public distribution.	Entire Term of SUBGRANT
4. SUBGRANTEE shall maintain all insurance coverage and is expressly required by this Exhibit to immediately notify SETA if it receives a communication from its insurance carrier(s) or agent that any required insurance is to be cancelled, non-renewed, reduced in scope or limits or otherwise materially changed. SUBGRANTEE shall provide thirty (30) days written notice to SETA prior to such change. Ten (10) days prior written notice shall be provided to SETA in the event of cancellation due to non-payment of premium. Failure to maintain required insurance shall be considered a material breach of the SUBGRANT.	Entire Term of SUBGRANT

WIOA ASSURANCES AND CERTIFICATIONS

I. General Assurances

- A. By signing the SUBGRANT, SUBGRANTEE assures that it will fully comply with the requirements of the Workforce Innovation and Opportunity Act ("WIOA") and any State of California statutes implementing the WIOA ("State Statutes"), as those laws may be amended, all federal and state regulations issued pursuant to those Acts, the Governor's policies and procedures issued pursuant to WIOA and State Statutes, ONE-STOP OPERATOR's policies and procedures, the Sacramento Workforce Development Area's Workforce Investment Plan, as approved by the Governor, and the provisions of the Master Subgrant between ONE-STOP OPERATOR and the State of California.
- B. SUBGRANTEE, by signing the SUBGRANT, assures that in operating a program funded under the WIOA that: (1) it will administer such program in full compliance with safeguards against fraud and abuse as set forth in WIOA and the regulations promulgated thereunder; and (2) no portion of its WIOA program will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any individual on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship/ status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I financially-assisted program or activity.
- C. SUBGRANTEE shall take every reasonable course of action in order to maintain the integrity of the expenditure of public funds and to avoid any favoritism, questionable or improper conduct. The SUBGRANT will be administered in an impartial manner, free from efforts to obtain personal, financial or political gain. SUBGRANTEE, its officers, directors, executive staff and employees, in administering the SUBGRANT, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or desire for personal gain.
- D. Officers, directors, executives and employees of SUBGRANTEE will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the SUBGRANT, will exercise due diligence to avoid situations which may give rise to an assertion that

EXHIBIT 5

adoption and publication of complaint procedures as required by federal regulations, 29 CFR Part 38, and that it will provide the following notice, or any applicable amended version thereof, in the manner required by 29 CFR §38.36, to applicants, eligible applicants, participants, applicants for employment, employees and members of the public, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with SUBGRANTEE:

Equal Opportunity Is the Law

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas:

Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity;

providing opportunities in, or treating any person with regard to, such a program or activity; or

making employment decisions in the administration of, or in connection with, such a program or activity.

Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

EXHIBIT 5

- B. It possesses legal authority to administer the funds; that a resolution, motion, or similar action has been duly adopted or passed as an official act of SUBGRANTEE's governing body (i.e., Board of Directors) authorizing the execution and acceptance of the SUBGRANT, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of SUBGRANTEE to act in connection with the SUBGRANT and to provide such additional information as may be required.
- C. It will comply with Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d and 42 U.S.C. §2000e-2), as amended, and the California Fair Employment and Housing Act (FEHA) (Government Code §§12900 et seq.), as amended, which provide that no person shall, on the ground of race, color, sex, age, religion, national origin, ancestry, physical disability, medical condition or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUBGRANTEE receives federal or state financial assistance.
- D. It will comply with Titles VI and VII of the Civil Rights Act of 1964, as amended, and the California Fair Employment and Housing Act (FEHA), as amended, prohibiting employment discrimination where (1) the primary purpose of the funding is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the funded activity.
- E. It will comply with the Age Discrimination Act of 1975 (42 U.S.C. §6101-6107), as amended, which prohibits discrimination on the basis of age.
- F. It will comply with provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and any amendments thereto, (42 U.S.C. §§4601 et seq.) which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs or activities.
- G. It will comply, as applicable, with provisions of the Hatch Act, and any amendments thereto, (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- H. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and any amendments thereto, (29 U.S.C.

EXHIBIT 5

- N. It will comply, to the extent applicable, with all the requirements of Section 114 of the Federal Clean Air Act (42 U.S.C. §7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. §1318), and any amendments thereto, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and Clean Water Act, respectively, and all regulations and guidelines issued thereunder.
- O. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, and any amendments thereto, (42 U.S.C. §4012(a)) which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for acquisition or construction purposes with respect to insurable property within an area that has been identified by the Secretary of the U.S. Department of Housing and Urban Development as an area having special flood hazards. The term "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant or any other form of direct or indirect federal assistance.
- P. It will comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.) and Section 504 of the Rehabilitation Act of 1973, and any amendments thereto, (29 U.S.C. §794), and with all requirements imposed by the Equal Employment Opportunity Commission and by the U.S. Department of Labor pursuant to the regulations of the U.S. Department of Health and Human Services (45 CFR Part 85) promulgated under the foregoing statutes. By signing the SUBGRANT, SUBGRANTEE agrees that in accordance with the foregoing requirements no otherwise-qualified individual with a disability shall, by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance, and assures that it will take any measures necessary to effectuate this agreement.
- Q. It will comply, to the extent applicable, with Title IX of the Education Amendments of 1972 and any amendments thereto (20 U.S.C. §§1681 et seq.) which provides that no person in the United States shall, on the basis of sex, be excluded from

EXHIBIT 5

and, (3) it will include substantially this assurance, including this third part, in every non-exempt contract or subcontract.

IV. Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333)

By signing the SUBGRANT, SUBGRANTEE assures and certifies that it will comply with the provisions of the Contract Work Hours and Safety Standards Act as further set forth below:

- A. Overtime Requirements. No SUBGRANTEE or subcontractor contracting for any part of the SUBGRANT work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1½) times his or her basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek, as the case may be.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (A), SUBGRANTEE and any subcontractor responsible therefor shall be liable to any affected employee for his or her unpaid wages. In addition, such SUBGRANTEE and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph A, in the sum of Ten Dollars (\$10) for each calendar day on which such employee was required or permitted to work in excess of eight (8) hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph A.
- C. Withholding for unpaid wages and liquidated damages. The U.S. Department of Labor may withhold or cause to be withheld, from any moneys payable on account of work performed by SUBGRANTEE or its subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such SUBGRANTEE or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph B.

EXHIBIT 6

FIXED ASSETS AND LOW-VALUE INVENTORY POLICY

every two years. Replacement, transfer, tagging and disposal of any Covered Equipment shall be consistent with the following procedures.

REPLACEMENT OF COVERED EQUIPMENT

When the status of Covered Equipment is reported after the annual physical inventory, the subrecipient/delegate agency that cannot locate items of Covered Equipment assigned to it shall provide to SETA (from non-SETA sources) funds equal to the replacement value of the Covered Equipment not located.

TRANSFER OF COVERED EQUIPMENT

The subrecipient/delegate agency that receives Covered Equipment from SETA will be solely responsible for the pickup and return of such equipment to SETA. In addition, all Covered Equipment must be returned when the program operator is no longer funded by SETA.

TAGGING OF COVERED EQUIPMENT

Every purchase made with SETA funds will be processed through SETA's Fiscal Division. Each program operator must be aware that in some instances prior federal and/or state approval is necessary. The monthly fiscal claim should be accompanied by an itemized listing of Covered Equipment purchases with a copy of the invoice for each item. The listing should provide the date of acquisition, cost, serial number, and location of the Covered Equipment. SETA Fiscal will then arrange for tagging the Covered Equipment.

DISPOSITION OF COVERED EQUIPMENT

Disposition of Covered Equipment will be made in accordance with OMB Uniform Guidance (2 CFR Part 200) and applicable implementing regulations by federal funding source. Subrecipient/delegate agency shall also take reasonable measures to safeguard protected personally identifiable information from the Covered Equipment in accordance to OMB Uniform Guidance (2 CFR Part 200.82 and 200.203(e)). Covered Equipment determined to be non-usable by SETA may be sent to the County General Services for disposition. Proceeds received from disposition will be retained by SETA for future program services, as applicable to each funding source.

If it is determined that the cost of moving the non-usable Covered Equipment will exceed the potential sale proceeds from disposition, SETA may perform disposition procedure on site. In addition, any Low-value Inventory that has exceeded its useful life may be disposed of on site. If any Covered Equipment is disposed of on site, the Program Operator shall continue to use such equipment in its SETA-funded program or, if such equipment is disposed of for value, the proceeds shall be considered to be Program Income and shall be accounted for as provided in the subgrant or delegate agreement.

EXHIBIT 7

POLICY ON ADVANCES

When contracting with organizations that demonstrate the willingness and ability to limit advanced funds to the actual immediate disbursement needs in carrying out Subgrantee's WIOA-funded program, SETA will, based on the financial need of the organization:

Advance up to 1/8 or 12.5% of the total subgrant amount, subject to the following conditions:

- (A) The request for advance, addressed to the SETA Fiscal Department Chief, must be in writing explaining the Subgrantee's/Delegate's financial need;
- (B) Subgrantee/Delegate must have established an acceptable accounting system;
- (C) Subgrantee/Delegate must provide SETA with an annual audit, unless waived, in writing, by SETA's Fiscal Department Chief;
- (D) Subgrantee/Delegate must provide required monthly fiscal reports and required programmatic reports in a timely manner;
- (E) Advances will be reduced to zero during the last three (3) months of the Subgrant/Agreement term.

Advances will not be provided to governmental entities (includes school districts).

INTELLECTUAL PROPERTY PROVISIONS

This Exhibit 8 incorporates the provisions of the subgrant between the Sacramento Employment and Training Agency (“SETA”) and the State of California, Employment Development Department (“EDD”) (“Intellectual Property Provisions”). As used herein, the term “Pass-through Entity” refers to EDD, the term “Subgrantee” refers to SETA and the term “Contractor” refers to the SUBGRANTEE of the SUBGRANT to which this Exhibit 8 is attached and incorporated into by reference. SUBGRANTEE’s rights and the rights of “Subgrantee” regarding Intellectual Property acquired or created with funds provided pursuant to the SUBGRANT are specifically limited by the Intellectual Property Provisions as set forth below:

Intellectual Property Provisions. Pursuant to 2 CFR 200.315, the Pass-through Entity acquires title to intangible property, as defined in 2 CFR 200.59 (“Intellectual Property”), which results directly or indirectly from the SUBGRANT. The federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use Intellectual Property which results directly or indirectly from the SUBGRANT for Federal purposes, and to authorize others to do so. Additionally, pursuant to 2 CFR 2900.13, Intellectual Property which results directly or indirectly from the SUBGRANT will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

The services to be performed by SUBGRANTEE under the SUBGRANT, identified in the Program Performance Overview attached as Exhibit 2 to the SUBGRANT, do not involve the creation of Intellectual Property that is subject to the Intellectual Property Provisions above. Intellectual Property that is owned by SUBGRANTEE and used in the provision of services identified in Exhibit 2 to the SUBGRANT is not subject to the Intellectual Property Provisions above.

INSURANCE REQUIREMENTS
SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

The following insurance requirements shall be applicable to all subgrantees, contractors and delegate agencies doing business with the Sacramento Employment and Training Agency ("SETA") to the extent that such requirements appear in, or are incorporated into, the subgrant, contract or delegate agreement. For purposes of these insurance requirements, the term "DELEGATE" shall include any subgrantee, contractor or delegate agency of SETA, and the term "AGREEMENT" shall include any subgrant, contract or delegate agreement to which these insurance requirements are attached.

1. Fidelity and Depositors' Forgery Insurance

DELEGATE shall maintain, for the term of the AGREEMENT, an insurance plan for fidelity and depositors' forgery coverages, with a carrier satisfactory to SETA, against loss due to any personnel of DELEGATE handling funds or fiscally significant documents received from or submitted to SETA under the AGREEMENT. Said insurance coverages shall be in an amount not less than (a) the amount of the AGREEMENT if less than Twenty-Five Thousand Dollars (\$25,000); or, (b) Twenty-Five Thousand Dollars (\$25,000) or twenty percent (20%) of the total amount of the AGREEMENT, whichever is greater. Said insurance shall contain provisions which (a) guarantee that coverage shall not be canceled, limited, or non-renewed until after fifteen (15) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply; and, (b) name SETA as a loss payee as its interest may appear.

2. Property Insurance

If, under the terms of the AGREEMENT, DELEGATE shall purchase, rent, lease, be loaned, or have legal possession of and be legally liable for any federal, state, or SETA-owned real or personal property, DELEGATE shall insure such property, with a carrier satisfactory to SETA, with a policy or policies of property insurance which is at least as broad as the current ISO Special Form Causes of Loss (CP 1030) policy, formerly known as "all risks", as well as insurance covering boiler and machinery and compliance with ordinances or laws, if appropriate, for the full One Hundred Percent (100%) insurable replacement cost of the property. Said

4. Sexual Abuse Liability Insurance

If applicable, DELEGATE shall maintain Sexual Abuse liability coverage at limits no less than One Million Dollars (\$1,000,000) per occurrence. Such coverage may be written on a stand alone basis or made part of the DELEGATE's Commercial Liability Insurance. Said insurance shall contain provisions which (a) guarantee that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply; (b) name SETA and its officers, employees and volunteers as an additional insured party under the policy; (c) state that any insurance and/or self-insurance maintained by SETA shall apply in excess of and not contribute with insurance provided by this policy; and, (d) provide a limit for such coverage of not less than One Million Dollars (\$1,000,000) per occurrence.

5. Workers Compensation

DELEGATE shall maintain, for the term of the AGREEMENT, an insurance plan for workers compensation, issued by an insurance carrier licensed to underwrite workers compensation insurance in the State of California, in an amount and sum to meet all requirements of applicable Labor Codes of the State of California, which provides coverage for all employees employed pursuant to the AGREEMENT who are currently eligible for coverage under existing workers compensation laws and regulations. Where participants are not covered under a state's workers' compensation law, they shall be provided with adequate accident medical insurance for work-related activities. Said insurance shall contain a provision which guarantees that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply.

6. Employment Practices Liability

DELEGATE shall maintain, for the term of the AGREEMENT, an insurance plan for employment practices liability which shall include third-party employment practices liability coverage. Said insurance coverages must be written on a claims-made type policy form for not less than One Million Dollars (\$1,000,000,000) per claim.

EXHIBIT 9

endorsements issued by DELEGATE's insurance carrier(s), for all required insurance coverage in amounts not less than those specified in the required coverages provided herein or otherwise required by SETA. In addition, prior to DELEGATE's purchase, possession, rental, leasing, loan, or legal possession of any federal, state, or SETA-owned property, DELEGATE's insurer(s) shall provide to SETA certificate(s) of insurance, and applicable endorsements issued by DELEGATE's insurance carrier(s), for property coverages. In the event said insurance coverages expire at any time or times during the term of the AGREEMENT, DELEGATE agrees to provide, at least thirty (30) calendar days prior to said expiration date, a new certificate(s) of insurance evidencing insurance coverage(s) as provided for herein for not less than the remainder of the term of the AGREEMENT. New certificates of insurance are subject to review for content and form by SETA.

10. Deductibles or Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to and approved by SETA. In the sole discretion of SETA, SETA may require DELEGATE to reduce or eliminate such deductibles or self-insured retentions as respects SETA, its officers, directors, employees and volunteers. DELEGATE acknowledges that no SETA funds may be used to fund or otherwise pay for any deductibles, self-insured retentions and/or self-insurance.

11. Additional Coverage

SETA reserves the right to require DELEGATE to obtain additional insurance coverage should SETA determine, in its sole discretion, that the program activities require additional coverage.

12. Changes in Coverage

If any coverage is canceled, revoked, reduced, or in any manner questioned or compromised, DELEGATE shall immediately notify SETA. In that event, SETA shall not make any further disbursements to DELEGATE and may require the return of any cash advance made to DELEGATE until SETA is satisfied that the coverage initially approved by SETA has been reinstated. In addition, SETA may suspend performance of DELEGATE's program and/or may suspend or disallow payment to DELEGATE or may terminate the AGREEMENT.

EXHIBIT 10
NONDISCRIMINATION ADDENDUM

EXHIBIT 11

WIOA COMPLAINT/GRIEVANCE PROCEDURES

Appeal of Local Level Decisions or Requests for EDD Review

If the Local Area has issued an adverse decision or failed to follow the procedures in this Directive, the complainant may file an appeal with the state. Additionally, if the Local Area has not issued a decision within the 60-day time limit, or if there has been any incident(s) of restraint, coercion, or reprisal at the local level as a result of filing a grievance or complaint, the complainant may file a request for EDD review.

The appeal or request for EDD review must be in writing, signed, and dated by the complainant. The state will attempt to obtain the following information. However, the absence of any of the requested information will not be used as a basis for dismissing the appeal or request for EDD review.

- The full name, telephone number, and mailing address of the complainant and the Local Area’s administrative entity.
- A statement of the basis of the appeal or request for EDD review.
- Copies of relevant documents, such as the complaint filed with the Local Area and their decision, if any was received.

Appeals must be filed or postmarked within 10 days from the date on which the complainant received an adverse decision from the Local Area. Requests for EDD review must be filed or postmarked within 15 days from either of the following:

- The date on which a complainant should have received a decision regarding a locally filed complainant, which is defined as five days from the date the decision was due.
- The date on which an instance of restraint, coercion, or reprisal was alleged to have occurred as a result of filing the complaint.

Complainants must submit appeals or requests for EDD review to the following address:

Chief, Compliance Review Office, MIC 22-M
Employment Development Department
P.O. Box 826880
Sacramento, CA 94280-0001

B. COMPLAINTS OF DISCRIMINATION

If you believe that you have been discriminated against, you may file a complaint with SETA, consistent with 29 CFR Part 38 and Part 32, Subparts B and C and Appendix A. Complaints alleging discrimination should be filed within one hundred eighty (180) days of the alleged act of discrimination and should be filed with either SETA's Affirmative Action/Equal Employment Opportunity Officer (or his/her designee) or directly with the Director, Civil Rights Center, U. S. Department of Labor.

Director
Civil Rights Center (“CRC”)
U.S. Department of Labor
200 Constitution Avenue, N.W.
Room N-4123
Washington, D.C. 20210

D’et Saurbourne
Deputy Director – Administrative Services
Sacramento Employment & Training Agency
925 Del Paso Blvd.
Sacramento, CA 95815-3512
Phone: (916) 263-3811

If you elect to file your complaint with SETA, you must wait either until SETA issues a written Notice of Final Action or until ninety (90) days have passed (whichever is sooner), before filing with

EXHIBIT 12

**POLICY ON CONFIDENTIALITY OF PARTICIPANT
RECORDS**

IV. Unless otherwise specifically provided for in this Policy, or mandated by state or federal law or administrative regulations, no other person, group, agency, or institution shall have access to participant records.

DISSEMINATION OF INFORMATION

Neither SETA employees nor any Program Operator shall disseminate any information derived from participant records, without prior written approval from SETA, except in the following instances:

- a. Delivery of records to SETA pursuant to the terms of the Program Operator Agreement or to comply with the rules, regulations, and conditions established by the federal or state government and/or the SETA Governing Board;
- b. Delivery to an entity specifically designated in a release of information form signed by the subject participant authorizing such dissemination. In cases where the subject participant is a minor (i.e. Head Start enrollees) the release of information form must be signed by the minor's parent or guardian; or
- c. Upon request of authorized SETA auditors and staff.

PARTICIPANT ACCESS TO HIS/HER OWN RECORDS

I. All participants shall have an absolute right, which may not be abridged in any manner whatsoever, to review and obtain copies of his/her own records.

II. The participant may request to review his/her records at any reasonable time, during normal working hours and that request shall be granted without exception. If the participant wishes a copy of his/her records, a copy of such records shall be provided within five (5) working days after the request, upon payment of an optional fee not to exceed twenty-five cents (25¢) per page.

III. For any records in the possession of SETA, a participant must communicate in writing, his/her request to review his/her records. Such a request shall be granted within five (5) working days at a reasonable time during working hours. If a participant wishes a copy of his/her records, such request shall be communicated in writing and such request shall be granted within five (5) working days at a cost not to exceed twenty-five cents (25¢) per page.

IV. If a participant believes there is an error in his/her records, such participant shall be allowed to indicate the error and to request, in writing, a change in the record, and any such request shall be inserted into the records maintained by both the Program Operator and SETA, and the change made if the records are inaccurate.

SUBPOENA OF RECORDS

When any SETA employee or any Program Operator is served with a Subpoena requesting information regarding a participant, the following procedures should be followed:

1. Forward immediate written notice (see attachment) to the participant or the participant's attorney of record stating that a Subpoena has been served and will be complied with within the appropriate time, unless a Court Order is served upon the agency prior to that date, ordering the agency not to release the information. All SETA employees and all Program Operators shall also notify the SETA Executive Director immediately after receiving a Subpoena.
2. If no Court Order is served within the period set forth, the Subpoena should be complied with by either forwarding the records requested or, if necessary, making a personal appearance pursuant to the Subpoena in order to provide the records.
3. If at any time a SETA employee or a Program Operator has concerns regarding a Subpoena or if the Subpoena has not provided adequate time for notification of the participant, the SETA Executive Director should be contacted prior to any action being taken.
4. Any Program Operator or individual served with a Subpoena is entitled to compensation for the costs of providing these records. Payment may be requested in advance for release of records or a statement may be forwarded with the records. A fee should be set in accordance with fees charged any individual requesting documents or records.
5. Each Program Operator should designate one or more individuals as "Custodian of the Records", to be responsible for compliance with Subpoena requests. If a Subpoena is personally served upon the Custodian of Records, this Custodian should be instructed to immediately request witness fees from the process server. All funds received become the property of the Program Operator served.

DOCUMENTATION FOR REQUEST OF INFORMATION

All SETA Department Chiefs and all Program Operators should maintain a current file on all requests for information regarding program participants. Each request should be documented.

1. Documentation should include what information was requested, by whom, for what reason and what information was provided.
2. Documentation should also be made for information that was denied.

IT IS THE RESPONSIBILITY OF ALL SETA EMPLOYEES AND ALL PROGRAM OPERATORS TO ASSURE THAT THIS POLICY IS FOLLOWED. ANY DEVIATION IS GROUNDS FOR DISCIPLINARY ACTION AGAINST AN EMPLOYEE AND TERMINATION OF ANY APPLICABLE PROGRAM OPERATOR AGREEMENT.

EXHIBIT 13

**STANDARD CONDITIONS TO SERVICE PROVIDER
SUBGRANT UNDER THE WORKFORCE
INNOVATION AND OPPORTUNITY ACT**

EXHIBIT 13

in accordance with SETA's prequalification requirements, shall be on file with SETA prior to execution of the SUBGRANT. This evidence must include proof that the nonprofit corporation is run by a local board of directors. As used herein, "local board of directors" means that a majority of the members of the board of directors must reside in Sacramento County.

3. Term

The term of the SUBGRANT shall be as set forth on the front page of the SUBGRANT. SUBGRANT funds shall not, without advance written approval by SETA, be obligated before the beginning of the term or after the ending of the term.

4. Extension of Term

SETA may, at any time prior to termination of the SUBGRANT, in its sole discretion, extend the term of the SUBGRANT up to the maximum number of annual extensions set forth on the front page of the SUBGRANT by giving notice to SUBGRANTEE prior to July 1 in any given year. Any such extension shall be consistent with GRANT funding limitations, on the same terms and conditions, except that the amount of funding may be less than or greater than the amount identified in the SUBGRANT and may include, in the sole discretion of SETA, a cost-of-living adjustment (COLA) up to a maximum equal to the average All Cities CPI or no more than that proposed in SUBGRANTEE's proposal, whichever is lower. Any proposed COLA must, at a minimum, be justified by actual increases in operating costs and properly documented and negotiated with SETA's contracts accountant. Such justification does not, however, guarantee receipt of a COLA, which remains solely within the discretion of SETA. Should the amount of funding be different than identified in the SUBGRANT, program and budget modifications shall be made in proportion to this change. In addition, SETA may, in its sole discretion, provide for a unilateral modification which may provide for changes in SUBGRANTEE's performance in order to comply with applicable federal, state and/or SETA regulations, directives and policies.

5. Payment/Reporting/Fiscal Management

SETA shall reimburse SUBGRANTEE for allowable and authorized costs incurred in the performance of the SUBGRANT in accordance with the following:

(a) Total Reimbursement

Total reimbursement under the SUBGRANT shall not exceed the Award Amount set forth on the front page of the SUBGRANT.

EXHIBIT 13

participant served, they may be subject to a reduction. Funding provided pursuant to the SUBGRANT will not be used by SUBGRANTEE to offset funding otherwise available from the State of California (hereinafter referred to as the "State") or SETA in SUBGRANTEE's operations of WIOA programs, nor shall such funds be used to duplicate facilities or services available in Sacramento County (with or without reimbursement) from federal, State or local sources without the express written approval of SETA.

(e) Procurement

SUBGRANTEE, in its procurement activities under the SUBGRANT, shall comply with all applicable federal and State procurement regulations, as well as other applicable federal, State and SETA guidelines, procedures and policies. SUBGRANTEE agrees to assume all responsibility for such SUBGRANTEE procurement activities and agrees to indemnify and hold SETA harmless from any audit exceptions relative to a violation by SUBGRANTEE of any procurement requirement.

- (1) Contracts for Professional Services - Pursuant to the provisions of the federal Office of Management and Budget ("OMB") requirements contained in the OMB Super Circular (2 CFR Part 200) and any applicable implementing regulations or any subsequently-promulgated replacement OMB Circulars or regulations, whichever are applicable, costs of professional services rendered by members of a particular profession or persons who possess a special skill, who are not employees of SUBGRANTEE and who perform services on an intermittent or occasional basis, are allowable when reasonable in relation to the services rendered.
- (2) Fixed Assets - Expenditures for fixed assets shall be approved by SETA prior to the purchase of such fixed assets by SUBGRANTEE. If fixed assets are approved in the annual budget, no further approvals are required. If fixed assets are not included in the approved annual budget, SUBGRANTEE shall obtain written approval of SETA prior to purchasing the fixed assets. If fixed assets are to be used for more than the WIOA program, the cost shall be allocated accordingly. For the purpose of the SUBGRANT, fixed assets shall be defined in accordance with SETA's Fixed Assets, Information Technology and Low-Value Inventory Policies

EXHIBIT 13

SUBGRANTEE agrees to cooperate fully with SETA to ensure that the program authorized in the SUBGRANT is "closed-out" within thirty (30) calendar days of the termination of the SUBGRANT. Full cooperation shall require SUBGRANTEE to complete and to furnish to SETA a number of documents which SETA shall specify. All unexpended funds shall revert to SETA.

(j) Travel and Per Diem Costs

SUBGRANTEE shall not be reimbursed for any travel or per diem costs at rates that exceed those paid to SETA employees or to non-represented State employees (see Title 2 California Code of Regulations Section 599.619), whichever is lower. Out-of-state travel expenses are not reimbursable without prior authorization. Prior written authorization may be obtained by entering estimated out-of-state travel in the Program Budget and Cost Allocation Plan. Out-of-state travel expenses which are not specifically approved are not allowable.

6. Accounting, Records, Reports, Audit, Inspection

(a) Establishment and Maintenance of Records

- (1) All records maintained by SUBGRANTEE shall meet the federal OMB requirements contained in the OMB Super Circular (2 CFR Part 200), any applicable federal regulations implementing the Super Circular and any subsequently-promulgated replacement circular.
- (2) SUBGRANTEE shall establish such fiscal controls, recordkeeping and accounting procedures as required by WIOA and State and federal regulations and as may be deemed necessary by the Governor or SETA to ensure the proper disbursement of, and accounting for, funds paid to SUBGRANTEE pursuant to the SUBGRANT. SUBGRANTEE shall maintain an adequate system of accounting in accordance with all applicable regulations and in accordance with generally accepted principles and procedures of the accounting profession so that a clear audit trail can be established which proves that the expenditure of funds under the SUBGRANT is in accordance with the terms of the SUBGRANT, applicable federal and State regulations and circulars, and SETA policies and procedures. If SUBGRANTEE is a public body, funds shall be distributed through the chief fiscal officer who shall be familiar with the applicable regulations.

EXHIBIT 13

(c) Coordination of WIOA Training Funds

WIOA funding for training is limited to participants who are unable to obtain grant assistance from other sources to pay the costs of their training, or require additional assistance to pay for such training. SUBGRANTEE shall coordinate training funds available and make funding arrangements with America's Job Center of California partners and other entities to apply these provisions. SUBGRANTEE shall consider the availability of Pell Grants and other sources of grants to pay for training costs, so that WIOA funds supplement other sources of training grants. Other government Education Assistance Programs include, but are not limited to, the Pell Grant program, the Supplemental Education Opportunity Grant program, the Work-study program, and federal loan programs such as federal Perkins Loans, federal Stafford Loans and federal Direct Stafford Loans, Cal Grant C and California Guaranteed Student Loans. Receipt of Education Assistance Program funds shall be recorded in the Individual Employment Plan of each participant, which shall identify the participant's training-related financial assistance needs and the mix of WIOA and other education assistance program funds, including Pell Grant funds. SUBGRANTEE shall ensure, to the maximum extent practicable, that available federal, state, and local resources are coordinated sufficiently to meet the training and education-related costs of services, so that the participant can afford to complete the agreed-upon program successfully.

(d) Additional Funding

SUBGRANTEE shall notify SETA, in writing, within ten (10) calendar days of receipt of any additional funding that materially affects the cost and/or quality of the program. Upon receipt of such written notification, SETA, in its sole discretion, may reduce payment to SUBGRANTEE hereunder upon redetermination of the appropriateness of the reimbursement of costs under the SUBGRANT.

(e) Reports

SUBGRANTEE shall maintain such program and fiscal records and shall make such program and fiscal reports as may be required by SETA. SUBGRANTEE shall comply with procedures established by SETA regarding timely completion and submission of required reports.

(f) Preparation of Records and Examination of Records and Facilities

EXHIBIT 13

(3) The completion and finalization of all pending federal, State and SETA audits for the fiscal year during which the SUBGRANT is terminated.

If, at the end of four (4) years, there is ongoing litigation or any claim or audit remains unresolved, SUBGRANTEE shall retain the records until final resolution of such litigation, claim or audit. If the SUBGRANT is terminated or if SUBGRANTEE is not refunded in subsequent years, this record retention requirement remains applicable. At SETA's sole option, some or all of the records may be ordered transferred to SETA. To the extent that such records are transferred to SETA, this retention requirement is not applicable to SUBGRANTEE. In the event the records pertaining to the SUBGRANT are maintained outside Sacramento County, California, SUBGRANTEE shall, at its sole cost, make said records available at SETA's principal place of business within five (5) working days after receipt of written notice from SETA.

(i) Documentation of Costs

All costs shall be supported by properly propagated and executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payroll and accounting documents, pertaining in whole or in part to the SUBGRANT, shall be clearly identified and readily accessible.

(j) Support of Salaries and Wages

Charges to the program for salaries and wages of SUBGRANTEE's employees shall be based upon documented payrolls approved by a responsible official of SUBGRANTEE. The distribution of salaries and wages must be supported by personnel activity reports as specified herein. Reports reflecting the distribution of activity of each employee must be maintained for all staff members, professional and nonprofessional, whose compensation is charged, in whole or in part, directly to the SUBGRANT. Reports maintained by SUBGRANTEE to satisfy these requirements shall meet the following standards:

(1) The reports shall reflect an after-the-fact determination of the actual activity of each employee. Budget estimates do not qualify as support for charges to the program.

EXHIBIT 13

under the SUBGRANT shall contain a clause permitting SETA, the federal government and the State of California, or their designees, access to the working papers of said audit firm(s). The cost of the final audit may be paid from a portion of the funds provided by the SUBGRANT if such payment is authorized by the Super Circular or any subsequently-promulgated replacement circular. Said audit shall be conducted in accordance with generally accepted accounting principles and auditing standards. Audited financial statements shall be prepared in accordance with generally accepted accounting principles promulgated by the American Institute of Certified Public Accountants ("AICPA") and any other applicable state and federal guidelines. In addition, the audit shall break out and report contracts by both contract and grant year, rather than just by contract, in the Schedule of Expenditures of Federal Awards. The report shall show receipt and expenditure of the funds provided under the SUBGRANT. SUBGRANTEE shall provide SETA one (1) copy of the audit report no later than one hundred eighty (180) calendar days after the end of SUBGRANTEE's fiscal year. Said report shall be sent to:

Fiscal Department Chief
Sacramento Employment and Training Agency
925 Del Paso Blvd.
Sacramento, CA 95815-3512

Additionally, the State of California, the California Bureau of State Audits, the federal government and SETA, or their individual designees, shall have the right to monitor and audit SUBGRANTEE and all subcontractors providing services under the SUBGRANT through on-site inspections and audits and other applicable means as the State, the Bureau of State Audits, the federal government or SETA determine necessary. Said designee may be an independent auditor. Such monitoring and audits shall be conducted at the discretion of any one of the above-identified entities according to all applicable laws and regulations. SUBGRANTEE shall have the responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate state and federal audit agencies directly related to provisions of the SUBGRANT. SUBGRANTEE shall be liable to SETA for the full amount of SETA's liability to the State of California or to the federal government

EXHIBIT 13

Any notice of special conditions shall be substantially in the form attached as Exhibit 4 to the SUBGRANT and incorporated therein by reference.

8. Deobligation of Funds

Should SUBGRANTEE fail to timely meet the performance standards as set forth in the SUBGRANT (specifically including the *Response to Request for Proposals*, submitted separately by SUBGRANTEE to SETA and hereby incorporated into the SUBGRANT by reference) for the operation of the program identified in the SUBGRANT, SETA may, at any time and in its sole discretion, deobligate or otherwise reduce or withdraw funds allocated to SUBGRANTEE pursuant to the SUBGRANT or, in SETA's sole discretion, terminate the SUBGRANT. Should the EDD reduce funding to SETA, SETA may, notwithstanding any other provision of the SUBGRANT, at any time and in its sole discretion, deobligate or otherwise reduce or withdraw funds allocated to SUBGRANTEE pursuant to the SUBGRANT or, in SETA's sole discretion, terminate the SUBGRANT. In the event of deobligation, SETA may unilaterally amend the SUBGRANT identifying the deobligation. SETA shall have no liability to SUBGRANTEE based upon said deobligation or termination, specifically including, but not limited to, any liability for SUBGRANTEE's consequential damages.

9. Suspension or Disallowance of Payments/Suspension of Performance

SETA may at any time elect, in its sole discretion and without any liability to SUBGRANTEE, including, but not limited to, liability for consequential damages, and notwithstanding any other provision of the SUBGRANT, to suspend or disallow payment to SUBGRANTEE in whole or in part under the SUBGRANT, and/or to suspend performance under the SUBGRANT, in the event of any of the following occurrences:

- (a) If SUBGRANTEE fails to comply with all requirements of the certifications made in the SUBGRANT or any of the exhibits thereto. In the event of suspension on this basis, SUBGRANTEE may be ineligible for award of future SETA subgrants/contracts if SETA or the EDD determines that any of the following has occurred: (1) false information is contained in any certification; or (2) SUBGRANTEE has violated any of the terms of the certification by failing to carry out any requirements contained therein;
- (b) If SUBGRANTEE shall have made any misrepresentation of any nature with respect to any information or data furnished to SETA in connection with the SUBGRANT;

10. Termination of SUBGRANT**(a) For Debarment**

If, at any time during the term of the SUBGRANT, SUBGRANTEE is included on any federal List of Parties Excluded from Federal Procurement and Non-procurement Programs and, therefore, is debarred from receiving federal funds, the SUBGRANT shall automatically terminate at the beginning of the next ensuing program year commencing on July 1 of the year of debarment. Since SUBGRANTEE will have previously been provided with an opportunity to appeal relative to the unpaid final debt from which debarment has emanated, SUBGRANTEE shall have no right to appeal its debarred status or the termination of the SUBGRANT resulting therefrom.

(b) For Cause

SETA may terminate the SUBGRANT in the following instances by giving written notice to SUBGRANTEE at least five (5) calendar days prior to the effective termination date stated in the notice:

- (1) If SUBGRANTEE fails to comply with all requirements of the certifications made in the SUBGRANT or any of the exhibits thereto. In the event of termination on this basis, SUBGRANTEE may be ineligible for award of future SETA subgrants/contracts if SETA or the EDD determines that any of the following has occurred: (A) false information is contained in any certification; or (B) SUBGRANTEE has violated any of the terms of the certification by failing to carry out any requirements contained therein;
- (2) If SUBGRANTEE shall have made any misrepresentation of any nature with respect to any information or data furnished to SETA in connection with the SUBGRANT;
- (3) If SUBGRANTEE submits to SETA any reports which are incorrect or incomplete in any material respect and/or which are not submitted according to deadlines;
- (4) If SUBGRANTEE shall fail to submit timely and/or complete claim forms;

EXHIBIT 13

If the SUBGRANT is terminated by SETA, as provided in this Paragraph 10, SUBGRANTEE, as its sole remedy, shall be paid for costs actually incurred to the date of termination, less the amount of any advance payment previously made and not accounted for. Upon termination of the SUBGRANT, SUBGRANTEE shall not incur any obligations after the effective date of such termination, unless expressly authorized by SETA, in writing, in the notice of termination. SETA shall not be liable for any claims of SUBGRANTEE for consequential damages. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under the SUBGRANT shall, at the option of SETA, become the property of SETA or be otherwise disposed of as directed by SETA. Notwithstanding the above, SUBGRANTEE shall not be released of liability by SETA for damages sustained by SETA by virtue of any breach of the SUBGRANT by SUBGRANTEE, including SETA's liability for funds wrongfully used or misspent by SUBGRANTEE, disallowed costs, or audit exceptions under the SUBGRANT, and SETA may withhold any payment or reimbursement to SUBGRANTEE for purposes of setoff until such time as the exact amount of damages due SETA from SUBGRANTEE is agreed upon or otherwise determined. Neither this paragraph, nor any other provision of the SUBGRANT, shall release SUBGRANTEE from its liability to SETA for wrongfully used or misspent funds or disallowed costs should the amount of those wrongfully used or misspent funds or disallowed costs exceed the amount of any payment or reimbursement due SUBGRANTEE.

11. Procedures for Corrective Action

- (a) Whenever SETA has reasonable cause to believe that SUBGRANTEE has failed to comply with any provision of the WIOA, State of California legislation implementing the WIOA, any provision of the SUBGRANT, SETA or Governor policies or procedures, and/or applicable federal, state and local laws, executive orders, or administrative regulations, then SETA may, in lieu of immediately giving notice of termination of the SUBGRANT pursuant to the provisions of Paragraph 10 above, order corrective action and disallow, suspend or delay any and all payments under Paragraph 9 above, and/or suspend performance under the SUBGRANT, until such failure is rectified.
- (b) If corrective action is ordered, SETA shall give SUBGRANTEE reasonable written

EXHIBIT 13

notwithstanding, SUBGRANTEE shall not make any improvement to real property in the amount of One Thousand Dollars (\$1,000) or more or purchase any computer-related equipment without the advance written approval of SETA. Title to real and personal property purchased with funds provided under the SUBGRANT shall vest in SETA and shall, at SETA's request and discretion, be returned to SETA upon termination of the SUBGRANT. At the time of purchase of equipment under the terms hereto, SUBGRANTEE shall submit a list of such equipment in accordance with instructions from SETA.

- (b) Title to intangible personal property produced or acquired pursuant to the SUBGRANT, including patents and copyrights, shall vest and be held in accordance with applicable SETA, DOL and EDD requirements. SUBGRANTEE shall immediately report to SETA any discovery or invention that arises or is developed in the performance of or under the SUBGRANT.
- (c) SUBGRANTEE shall exercise due care in the use, maintenance, protection and preservation of SETA-owned property in SUBGRANTEE's possession or any other property purchased by SUBGRANTEE with funds provided under the SUBGRANT. Such care shall include insurance coverage against loss or damage to such property.

13. Intellectual Property Provisions

SUBGRANTEE acknowledges that its rights and the rights of SETA regarding intellectual property acquired or created with funds provided pursuant to the SUBGRANT are specifically limited by the Intellectual Property Provisions of SETA's State subgrant and, accordingly, SUBGRANTEE shall comply with the Intellectual Property Provisions attached to the SUBGRANT as Exhibit 8 and incorporated therein by reference.

14. License for Use

SETA, the federal government and the State of California shall have a royalty-free, nonexclusive and irrevocable license to publish, translate or use, now or hereafter, all material subject to copyright developed under the SUBGRANT including those covered by copyright. SETA reserves the right to use and reproduce all reports and data produced and delivered pursuant to the SUBGRANT and reserves the right to authorize others to use and reproduce such materials. Any other provision of the SUBGRANT notwithstanding, SUBGRANTEE shall grant to SETA, the federal government and the State a royalty-free, nonexclusive and irrevocable license throughout the world, for

EXHIBIT 13

secure at its own expense, all personnel required to perform its obligations under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with SETA, and SUBGRANTEE shall hold SETA harmless from any and all claims against SETA based upon the contention that an employer-employee relationship exists by reason of the SUBGRANT.

- (b) If the SUBGRANT includes services in excess of Two Hundred Thousand Dollars (\$200,000), SUBGRANTEE shall give priority consideration in filling vacancies in positions funded by the SUBGRANT to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.
- (c) By signing the SUBGRANT, SUBGRANTEE certifies under penalty of perjury under the laws of the State of California that:
 - (i) No apparel, garments or corresponding accessories, equipment or supplies furnished pursuant to the SUBGRANT have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor; and
 - (ii) That SUBGRANTEE adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov and Public Contract Code Section 6108.
- (d) All of the obligations and/or services to be performed by SUBGRANTEE pursuant to the SUBGRANT shall be performed by SUBGRANTEE or by employees of SUBGRANTEE under SUBGRANTEE's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under applicable law to perform such services.
- (e) SUBGRANTEE shall ensure that in the performance of its obligations under the SUBGRANT, no person having an interest that would conflict, or whose performance would conflict, with the effective and efficient performance of SUBGRANTEE's obligations, as determined by SETA, shall be employed, engaged or retained.
- (f) In the event that the DOL, the EDD, or SETA, in their sole discretion, either

EXHIBIT 13

that to the best of its knowledge that neither it nor any of its principals to be used in the performance of the SUBGRANT:

- (1) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - (2) Has within a three (3) year period preceding the SUBGRANT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (a)(2) of this Paragraph 20; and
 - (4) Has within a three (3) year period preceding the SUBGRANT had one or more public (federal, state or local) transactions terminated for cause or default.
- (b) If unable to certify to the best of its knowledge the statements set forth above, SUBGRANTEE and/or any of its principals shall attach to the SUBGRANT an account of the circumstances and any explanations therefor.
- (c) SUBGRANTEE shall also require this certification from any subcontractors that perform services under the SUBGRANT.

21. Pro-Children Act of 1994

SUBGRANTEE shall comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 and SUBGRANTEE shall not permit smoking in any portion of any indoor facility owned, leased or contracted by SUBGRANTEE and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded pursuant to the SUBGRANT.

EXHIBIT 13

family is employed in an administrative capacity for SETA, SUBGRANTEE or any employment contractor of SUBGRANTEE. However, where an applicable federal, State or local statute regarding nepotism exists which is more restrictive than this provision, SUBGRANTEE and SUBGRANTEE's contractors shall follow the federal, State or local statute in lieu of this provision.

- (a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandfather, grandmother, aunt, uncle, niece, nephew, step-parent and step-child.
- (b) The term "administrative capacity" refers to positions involving overall administrative responsibility for a program, including members of SETA's Governing Board and any of its affiliated Boards or Councils and members of the governing body or board of directors of SUBGRANTEE, or where that individual would be the supervisor of an individual paid with funds provided under the SUBGRANT or performing duties under the SUBGRANT.
- (c) The term "staff position" refers to all staff positions providing services under WIOA, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Standards of Conduct/Conflict of Interest

- (a) Every reasonable course of action shall be taken by SUBGRANTEE in order to maintain the integrity of the expenditure of public funds pursuant to the SUBGRANT and to avoid favoritism and questionable or improper conduct. The SUBGRANT shall be administered in an impartial manner, free from efforts to gain personal, financial or political gain. SUBGRANTEE shall conform to the nondiscrimination requirements as referenced in WIOA Section 188.
- (b) Neither an officer, director, executive or employee of SUBGRANTEE, nor an elected official in the area or a member of a Workforce Investment Board, shall solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole or in part by SETA or SUBGRANTEE.
- (c) SUBGRANTEE shall avoid organizational conflict of interest, and its officers, directors, executives and employees shall avoid financial and personal conflict of interest, potential for conflict of interest and appearance of conflict of interest in the

EXHIBIT 13

limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIOA Title I-financially assisted program or activity. SUBGRANTEE shall not deny any individual an opportunity to participate in, or enjoy the services or benefits of, the SUBGRANT on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIOA Title I-financially assisted program or activity. SUBGRANTEE shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIOA Title I-financially assisted program or activity. SUBGRANTEE shall also state in all solicitations or advertisements for employment placed by or on behalf of SUBGRANTEE, that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIOA Title I-financially assisted program or activity. SUBGRANTEE shall recognize the right of SETA,

EXHIBIT 13

Programs and individuals requesting program services. If SUBGRANTEE receives any confidential information, either directly or through SETA, pursuant to the SUBGRANT, SUBGRANTEE shall:

- (a) Keep all such information in the strictest confidence and make the information available to its own employees only on a "need-to-know" basis as specifically authorized by SETA.
- (b) Provide security sufficient to ensure protection of confidential information from improper use and disclosure, including sufficient administrative, physical and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- (c) Insure that information obtained under the SUBGRANT will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in the SUBGRANT.
 - (1) Aggregate Summaries: All reports and/or publications obtained under the SUBGRANT shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 - (2) Publication: Prior to publication: SUBGRANTEE shall carefully analyze aggregated data outputs to ensure that the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - (3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three (3) participants for any data table released to outside parties or to the public.
- (d) Insure that no disaggregate data, identifying individuals or employers, shall be released to outside parties or to the public.
- (e) Notify SETA as soon as practical, but in every case soon enough to permit SETA to notify EDD's Information Security Office of any actual or attempted information security incidents, within twenty-four (24) hours of initial detection. Information Security Incidents include, but are not limited to, any event (intentional or unintentional) that causes the loss, damage, destruction or unauthorized access,

EXHIBIT 13

destruction. Magnetic media are to be degaussed or returned to SETA or the State.

- (k) If SUBGRANTEE, with the prior written consent of SETA, enters into an agreement with a subcontractor to provide WIOA program services, SUBGRANTEE agrees to include these data security and confidentiality provisions in the agreement with the subcontractor. In no event shall such information be disclosed to any individual outside of that subcontractor's authorized staff, subcontractor(s), service providers or employees.
- (l) Designate a person responsible for the security and confidentiality of the data and immediately notify SETA, in writing, of any designee changes. SUBGRANTEE's data security and confidentiality designee shall be set forth in the *Resolution Authorizing Execution of WIOA Service Provider Subgrant* attached to the SUBGRANT as Exhibit 1.

33. Unauthorized Financial Benefit

Neither SUBGRANTEE, nor its officers, agents or employees shall submit or receive payment pursuant to any invoices, bills, statements, or reports for payment or for reimbursement for costs from SETA under the SUBGRANT if any officer, agent, or employee of SUBGRANTEE will derive any financial benefit other than as specifically permitted in the SUBGRANT.

34. Contingent Fee

SUBGRANTEE shall warrant that no person, selling agency or other organization has been employed or retained to solicit or secure the SUBGRANT upon an agreement or understanding for commission, percentage, brokerage or contingency fee. For breach or violation of this covenant, SETA shall have the right to terminate the SUBGRANT with liability in accordance with Paragraph 10 above and/or, at its sole discretion, to deduct from the SUBGRANTEE's payment or reimbursement, or otherwise recover, the full amount of such commission, percentage, brokerage or contingency fee.

35. Kickbacks

No officer, agent or employee of SUBGRANTEE shall solicit or accept any favor or any financial interest from any supplier or potential supplier of goods or services under the SUBGRANT including any extension thereof.

36. Fraud and Program Abuse

EXHIBIT 13

any direct funding under the SUBGRANT to support any inherently religious activities, such as worship, religious instruction or proselytization. Among other things, SUBGRANTEE may use space in its facilities to provide services funded under the SUBGRANT without removing religious art, icons, scriptures or other symbols. In addition, SUBGRANTEE retains the authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis and include religious references in its organization's mission statements and other governing documents.

- (c) There will be no employment or training of participants in sectarian activities.
- (d) In providing services or benefits under the SUBGRANT, SUBGRANTEE shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or a religious belief.

39. Delegation/Subcontract/Assignment/Security for Loan

- (a) No performance of any of SUBGRANTEE's obligations under the SUBGRANT may be transferred by subcontract, assignment, delegation or novation without the prior express written consent of SETA. Any attempt by SUBGRANTEE to assign, delegate, or subcontract any performance of its obligations thereunder without the prior express written consent of SETA shall be null and void and shall constitute a breach of the SUBGRANT. Whenever SUBGRANTEE is authorized to subcontract, delegate or assign, it shall include all the terms of the SUBGRANT in each subcontract, delegation, assignment or novation. Any subcontractor, delegate or assignee shall be subject to all applicable provisions of the SUBGRANT and all applicable federal, State and local laws and regulations. SUBGRANTEE shall be held fully responsible to SETA for the performance of any subcontractor, delegate or assignee and shall hold SETA harmless against any liability incurred by the subcontractor, delegate or assignee.
- (b) Without the prior express written consent of SETA, the SUBGRANT may not be used as security for a loan and is not assignable by SUBGRANTEE either in whole or in part for such purposes.

40. Independent Status

The SUBGRANT is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership

EXHIBIT 13

governments, specifically including, but not limited to, SETA's policies and procedures. If any such laws, ordinances, codes, administrative regulations, guidelines or policies are amended or revised, SUBGRANTEE shall comply with such amendments, revisions or modifications or shall notify SETA within thirty (30) calendar days after promulgation of the amendments, revisions or modifications that it cannot so conform so that SETA may take appropriate action, including termination of the SUBGRANT.

43. Clean Air and Clean Water

If the SUBGRANT is in excess of One Hundred Thousand Dollars (\$100,000), SUBGRANTEE shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S. Code 1857(h)), Section 508 of the Clean Water Act (33 U.S. Code 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15). Under those laws and regulations, the SUBGRANTEE shall ensure that:

- (a) No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- (b) SUBGRANTEE shall notify SETA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities;
- (c) SUBGRANTEE shall notify SETA and the U.S. EPA about any known violation of the above laws and regulations; and
- (d) SUBGRANTEE shall include substantially this assurance, including this fourth part, in every nonexempt subgrant, contract or subcontract.

44. Press Releases and Communications

SUBGRANTEE shall not communicate with the press, television, radio or any other form of media regarding its duties or performance under the SUBGRANT without the prior express written consent of SETA. Unless otherwise directed by SETA, in all communications SUBGRANTEE shall make specific reference to SETA as the funding agency.

45. Immigration Reform and Control Act of 1986

By signing the SUBGRANT, SUBGRANTEE agrees and assures that it shall be in compliance with the Immigration Reform and Control Act of 1986, specifically including, but not by way of limitation, the antidiscrimination provisions of Section 102, as well as

EXHIBIT 13

assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

- (b) That, to the best of its knowledge, SUBGRANTEE is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the EDD.

48. Successors

At the sole discretion of any successor-in-interest of SETA, the SUBGRANT shall bind and inure to that successor-in-interest of SETA, in the same manner as if such party had been expressly named herein. The SUBGRANT shall only bind and inure to a successor-in-interest of SUBGRANTEE upon SETA's prior express written consent.

49. Conflicts

SUBGRANTEE will cooperate in the resolution of any conflict with the DOL, SETA or the EDD which may occur from the activities funded under the SUBGRANT.

50. Entire Agreement/Modifications

The SUBGRANT constitutes the entire agreement between the parties thereto for services being furnished pursuant to the SUBGRANT and no oral understanding not incorporated therein shall be binding on any of the parties thereto. Except as otherwise provided in the SUBGRANT, the SUBGRANT may be modified, altered or revised only on the written consent of both parties thereto. However, notwithstanding this, or any other, provision of the SUBGRANT, the SUBGRANT is subject to any additional restrictions, limitations, policies or conditions enacted by the federal or State government, any applicable local government or SETA or any law or regulation enacted by the federal or State government or any applicable local government which may affect the provisions, terms or funding of the SUBGRANT, and SETA may unilaterally amend the SUBGRANT in such regard, including, but not limited to, the following circumstances:

- (a) There is an increase or decrease in federal or state funding levels.
- (b) A modification to the SUBGRANT is required in order to implement an adjustment to SETA's WIOA plan.
- (c) Funds awarded to SUBGRANTEE have not been expended in accordance with the SUBGRANT or SETA's WIOA plan. After consultation with SETA, SETA has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner

EXHIBIT 13

postage prepaid; 3) by personal service; or 4) by deposit with an overnight delivery service (provided that the sending party receives a confirmation of actual delivery from the delivery service). Notices given by United States mail shall be deemed served three (3) days after deposit in the United States mail, or when received, whichever is sooner. Service in any other manner shall be deemed served on the date of delivery.

57. Enforceable SUBGRANT

The SUBGRANT shall become a valid enforceable agreement only after it is signed by authorized agents of the parties thereto.

58. Time of the Essence

Time is of the essence in the performance of the SUBGRANT.

59. Statutes, Regulations, Policies and Procedures

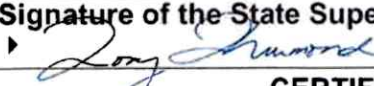
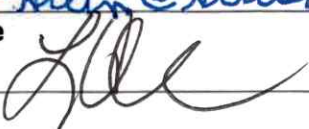
SUBGRANTEE shall provide the services under the SUBGRANT strictly in accordance with:

- (a) The WIOA and the regulations promulgated thereunder, and any amendments thereto or new legislation, regulations, policies and/or procedures which may replace the WIOA; and
- (b) All applicable federal, State and local laws and administrative regulations and applicable SETA and State policies and procedures.

60. Counterpart, Facsimile and Electronic Signatures

The SUBGRANT may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of the SUBGRANT with all signatures and Exhibits appended together shall be deemed a fully executed SUBGRANT. Faxed signatures or signatures provided in electronic, portable document format (pdf) are binding and may be treated as original signatures for all purposes. All executed counterparts together shall constitute one and the same document, and any signature pages, including facsimile or electronic copies thereof, may be assembled to form a single original document.

Grant Award Notification

GRANTEE NAME AND ADDRESS Jorge Aguilar, Superintendent Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
Attention Susan Lytle Gilmore, Director				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office A. Warren McClaskey Adult Center and Charles A. Jones				Resource Code	Revenue Object Code	34	
Telephone 916-395-5788				Multiple	8290	INDEX	
Name of Grant Program Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act, Public Law 113-128, Section 225, Section 231, and Section 243						615	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$188,606		\$188,606		July 1, 2023	June 30, 2024	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.002A	V002A230005	Adult Education and Family Literacy Act			U.S. Department of Education		
<p>I am pleased to inform you that you have been funded for the Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act Grant program.</p> <p>This award is made contingent upon the availability of funds. If the Legislature acts to reduce or defer the funding upon which this award is based, this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Janet Morrison, Associate Governmental Program Analyst Adult Education Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Janet Morrison				Job Title Associate Governmental Program Analyst			
E-mail Address jamorris@cde.ca.gov					Telephone 916-323-6045		
Signature of the State Superintendent of Public Instruction or Designee 					Date July 13, 2023		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both, and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent Lisa Allen				Title INTERIM SUPERINTENDENT			
E-mail Address Lisa.Allen@susd.edu					Telephone 916-643-9191		
Signature 					Date		

Grant Award Notification (continued)
SECTION 225

Program Focus Areas	Project Code	Resource Code	PCA	Payment Points*	Point Value	Award
Adult Basic Education (ABE) English Language Acquisition (ELA)	38	3940	13971	0	\$416	\$0
Adult Secondary Education (ASE) • High School Equivalency (HSE) • High School Diploma (HSD)	38	3940	13971	0	\$588	\$0
Positive Outcomes in Employment and Earnings (ABE and ASE)	38	3940	13971	0	\$21	\$0
One-Time Funding for Exit Reporting in Employment and Earnings (ABE and ASE)	38	3940	13971	0	\$100	\$0
Subsidy	38	3940	13971			\$0
SECTION 225 TOTAL						\$0

SECTION 231



Program Focus Areas	Project Code	Resource Code	PCA	Payment Points*	Point Value	Award
Adult Basic Education (ABE) English Language Acquisition (ELA)	39	3905	14508	136	\$416	\$56,576
Positive Outcomes in Employment and Earnings (ABE and ELA)	39	3905	14508	168	\$21	\$3,528
One-Time Funding for Exit Reporting in Employment and Earnings (ABE and ELA)	39	3905	14508	691	\$100	\$69,100
English Literacy and Civics Education (ELCE) • Citizenship Preparation • Civic Participation	39	3905	14508	100	\$104	\$10,400
IELCE with Integrated Education and Training (IET) points moved to Section 231	39	3905	14508	0	\$355	\$0
Subsidy	39	3905	14508			\$0
Section 231, Resource 3905 Sub-Total	39	3905	14508			\$139,604

Grant Award Notification (continued)						
SECTION 231 (continued)						
Program Focus Areas	Project Code	Resource Code	PCA	Payment Points*	Point Value	Award
Adult Secondary Education (ASE) • High School Equivalency (HSE) • High School Diploma (HSD)	41	3913	13978	4	\$588	\$2,352
Positive Outcomes in Employment and Earnings—ASE	41	3913	13978	5	\$21	\$105
One-Time Funding for Exit Reporting in Employment and Earnings (ASE)	41	3913	13978	21	\$100	\$2,100
Subsidy	41	3913	13978			\$0
Section 231, Resource 3913 Sub-Total	41	3913	13978			\$4,557
SECTION 231 TOTAL						\$144,161

SECTION 243						
Program Focus Areas	Project Code	Resource Code	PCA	Payment Points*	Point Value	Award
Integrated English Literacy and Civics Education (IELCE)	42	3926	14109	115	\$104	\$11,960
IELCE with Integrated Education and Training (IET)	42	3926	14109	7	\$355	\$2,485
Subsidy	42	3926	14109			\$30,000
SECTION 243 TOTAL						\$44,445
TOTAL GRANT						\$188,606

*Payment point totals for all program focus areas, except for Resource Code 3913, Section 231-ASE, reflect payment points earned in fiscal years 2020–21 and 2021–22. Payment points for newly awarded agencies, or previously funded agencies applying for new program areas, reflect adjusted projected enrollment multiplied by the state aggregated average of students achieving payment points.

Grant Award Notification

GRANTEE NAME AND ADDRESS Lisa Allen, Interim Superintendent Sacramento City Unified School District 5735 47 th Avenue Sacramento, CA 95824-4528				CDE GRANT NUMBER			
				FY 22	PCA 14906 & 15667	Vendor Number 67439	Suffix 00
Attention District Superintendent or School Administrator				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY 34	
Program Office Nutrition Services Division				Resource Code 5314	Revenue Object Code 8290	INDEX 0190	
Telephone 916-643-9000							
Name of Grant Program National School Lunch Program Equipment Assistance Grant							
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$95,981.00		\$95,981.00		3-15-23	8-1-24	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
10.579	NSLP-21-CA-01	2022 National School Lunch Program Equipment Assistance			USDA		
<p>I am pleased to inform you that your grant extension has been approved.</p> <p>Please complete the e-signature process in order to accept this grant amendment.</p>							
California Department of Education Contact Danielle Rice				Job Title School Nutrition Programs Specialist			
E-mail Address equipmentgrant@cde.ca.gov				Telephone 916-323-2538			
Signature of the State Superintendent of Public Instruction or Designee  <small>Kim Fungell (Aug 9, 2023 00:15 PDT)</small>				Date Aug 9, 2023			
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<p><i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i></p>							
Printed Name of Authorized Agent Jesse Castillo				Title Interim CBO			
E-mail Address jesse-m-castillo@scusd.edu				Telephone 9165297616			
Signature 				Date Aug 15, 2023			

Grant Award Notification (Continued)

This Grant Award Notification (GAN) must be signed and returned to the Nutrition Services Division (NSD) before any grant funds can be disbursed to you. Please keep a copy for your records.

Upon receipt of a signed copy of this GAN (and local school board approval if necessary), the California Department of Education (CDE) will disburse to each grantee 90 percent of their approved amount.

GRANTEES AGREE TO:

- Be an approved program sponsor(s) prior to receiving grant funding.
- Expend funds for the approved program activities in accordance with this grant award, the grant application, and all applicable regulatory requirements regarding the administration and expenditure of these funds.
- Submit a Progress Report by August 1, 2023. If you do not submit a Progress Report and do not document any approved procurement activity, then your total award may be rescinded. Incomplete or missing Progress Reports may result in the described loss of funding. The text within this paragraph constitutes all required notice.
- Submit copies of three quotes, purchase order, invoice, payment, and delivery receipt supporting expenditures made under this grant to the NSD.
- Expend all grant funds at approved site(s) and submit final documents by August 1, 2024. If final expenditure documents are not received, the NSD may immediately rescind any unpaid funds and bill for any remaining balance.
- Funds that are not fully expended must be returned to the NSD.

The CDE reserves the right to deny expenditures that are not allowable under this grant even if the expenditures were initially approved.






2022 NSLP Equipment Grant Extension

Final Audit Report

2023-08-16

Created:	2023-08-15
By:	Bryan Gee (bgee@cde.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATj7Xu0CNnz6tzYRtCush69dYacANdYRa

"2022 NSLP Equipment Grant Extension" History

-  Document created by Bryan Gee (bgee@cde.ca.gov)
2023-08-15 - 11:11:43 PM GMT- IP address: 165.225.242.115
-  Document emailed to Jesse Castillo (jesse-m-castillo@scusd.edu) for signature
2023-08-15 - 11:12:17 PM GMT
-  Email viewed by Jesse Castillo (jesse-m-castillo@scusd.edu)
2023-08-16 - 4:08:50 AM GMT- IP address: 104.47.57.254
-  Document e-signed by Jesse Castillo (jesse-m-castillo@scusd.edu)
Signature Date: 2023-08-16 - 4:09:27 AM GMT - Time Source: server- IP address: 67.181.121.13
-  Agreement completed.
2023-08-16 - 4:09:27 AM GMT



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Acrobat Sign

Grant Award Notification

GRANTEE NAME AND ADDRESS Mr. Jorge Aguilar, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER		
				FY	PCA	Vendor Number
Attention Mr. Jorge Aguilar, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY
Program Office Accounting Office				Resource Code	Revenue Object Code	34
Telephone 916-643-9000				7339	8590	INDEX
Name of Grant Program Middle College and Early College Grant						0615
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amendment Number	Award Starting Date	Award Ending Date
	\$250,000		\$250,000		07/01/2023	06/30/2027
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
<p>I am pleased to inform you that you have been funded for the Middle College and Early College Grant.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Justin Keithline, Staff Services Analyst Career and College Transition Division California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95914-5901</p>						
California Department of Education Contact Diane Crum				Job Title Education Programs Consultant		
E-mail Address MCECgrant@cde.ca.gov				Telephone 916-323-5765		
Signature of the State Superintendent of Public Instruction or Designee 				Date August 10, 2023		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both, and I agree to comply with all requirements as a condition of funding.</i>						
Printed Name of Authorized Agent Jesse Castillo				Title Interim Chief Business Officer		
E-mail Address jesse-m-castillo@scusd.edu				Telephone (916) 643-9055		
Signature 				Date AUG 22 2023		

Grant Award Notification (continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days**.
2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures must be completed by **June 1, 2027**. **No extensions of this grant will be allowed.**
3. The grantee is required to use these funds to plan for, start, or expand a Middle College High School, Early College High School, or approved program as described in the grant application along with any required or requested changes. **Prior** written approval is required for any program or budget changes. Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.
4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.
5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:
 - Ninety percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.
 - The final 10 percent of the funds will be released after the End-of-Project (EOP) Expenditure Report and all reporting and submission requirements have been received.
 - The EOP Expenditure Report is due **June 15, 2027**, after all funds have been expended. The EOP includes a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a budget narrative within 60 days of the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and possible reduction of any subsequent years' grant(s).
6. The Baseline Data Report is a requirement of this grant and is due **October 2, 2023**. The Mid-Project Report and Mid-Project Expenditure Report are requirements of this grant and are due **June 15, 2024**. The End-of-Project Report is a requirement of this grant and is due **June 15, 2027**. Guidelines will be mailed separately.
7. The CDE has partnered with the California Coalition for Early and Middle College to provide technical assistance to all grantees through a generous grant received from the College Futures Foundation. The CDE strongly encourages all grantees to participate in technical assistance and capacity building support.
8. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the grant requirements, please contact Diane Crum, Education Programs Consultant, HSIIO, at dcrum@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Justin Keithline, Staff Services Analyst, HSIIO, at MCECgrant@cde.ca.gov.

Grant Award Notification

GRANTEE NAME AND ADDRESS Jorge Aguilar, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Vendor Number	Suffix
			2023	25622	67439	00
Attention Jorge Aguilar, Superintendent			STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Accounting Office, Grant Funds			Resource Code	Revenue Object Code	34	
Telephone (916) 643-9000			6332	8590	INDEX	
Name of Grant Program California Community Schools Partnership Program (CCSPP): Implementation Grant, Cohort 2					0615	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$15,912,500	N/A	\$15,912,500	N/A	07/01/2023	06/30/2028
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
N/A	N/A	N/A			N/A	
Sacramento City Unified School District has been funded for the CCSPP Implementation Grant. This award is contingent upon the availability of funds. If the Legislature reduces or defers the funding upon which this award is based, this award will be amended accordingly. Please return the original, signed Grant Award Notification (AO-400) to: <div style="text-align: center;"> Nicole Marcheschi, Associate Governmental Program Analyst Career and College Transition Division California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901 </div>						
California Department of Education Contact				Job Title		
Lisa Reimers				Education Programs Consultant		
E-mail Address				Telephone		
CCSPP@cde.ca.gov				916-322-1762		
Signature of the State Superintendent of Public Instruction or Designee				Date		
				July 31, 2023		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both, and I agree to comply with all requirements as a condition of funding.</i>						
Printed Name of Authorized Agent				Title		
Jesse Castillo				Interim Chief Business Officer		
E-mail Address				Telephone		
jesse-m-castillo@scusd.edu				(916) 643-9055		
Signature				Date		
				AUG 22 2023		

RECEIVED

Grant Award Notification (continued)

The following grant conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and **returned within 10 working days.**
2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. No extensions of this grant will be allowed.
3. The grantee will support the expansion, continuation, or addition of community schools in accordance with the CCSPP application that was submitted by the grantee. The purpose of this program is to help build the capacity of local educational agencies (LEAs) to plan, implement, and coordinate community schools. The AO-400 is in accordance with the provisions of California *Education Code (EC)* sections 8900 through 8902 and the Community Schools Framework. These funds may not supplant current costs. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds, including (but not limited to) California *EC*.
4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.
5. Scheduled payments of grant funds will be as follows:
 - The first payment: Ninety percent of the grant funds for the first program year will be released upon completion and return of the AO-400 and the receipt and approval by the High School Innovations and Initiatives Office (HSIIO) of a community school plan for each new community school, as indicated in the grantee's application.
 - The second through fifth payment: Ninety percent of the grant funds for the current program year and five percent from the previous year's withholding will be released upon the receipt and approval by the HSIIO and/or a Technical Assistance Center (TAC) of the Annual Progress Report, Implementation Plan Update, Sustainability Plan, and Expenditure Report, which are due annually no later than June 30, 2023; June 30, 2024; June 30, 2025; and June 30, 2026.
 - The final payment: The remaining portion of the entire grant budget will be released upon receipt and approval by the HSIIO and/or a TAC of the required End-of-Project Report and Expenditure Report, which is due no later than June 30, 2027.
6. General Assurances are hereby incorporated by reference. The CDE has agreed to accept the assurances currently provided in the LEA's Consolidated Application. The CDE will verify if the agency has submitted the required certifications and assurances.

Grant Award Notification (continued)

7. The grantee agrees to submit all required deliverables no later than the due dates set forth in the Request for Applications. The grantee also agrees to participate in technical assistance activities provided by the CDE and Lead and Regional TAC(s). Late submissions will delay progress payments. All required reports must be approved by the HSIIO and/or a TAC before progress payments will be made. Failure to submit the required deliverables by the established due dates may jeopardize LEA funding. Late or non-submission of the required deliverables may result in termination of the grant with the CDE and billing for any funds given to the LEA in advance. Failure to submit required deliverables may also jeopardize future eligibility for grant funding.
8. Under authority of the CDE, if the LEA is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. LEAs with sanctions will receive notification of special conditions. No payments will be released to LEAs with special conditions until the CDE receives written notification from the LEA agreeing to the special conditions.

If you have any questions regarding the CCSPP grant requirements, please email CCSPP@cde.ca.gov.

RENEWAL OF SERVICE AGREEMENT

This Renewal of Service Agreement (the “**Renewal**”) is effective as of the date of the last signature between Sacramento City Unified School District a CA public school district (hereinafter “**School District**”), and Care Solace, Inc., a Delaware corporation (hereinafter “**Care Solace**”). School District and Care Solace may be referred to individually as “**Party**,” or collectively as “**Parties**.”

RECITALS

WHEREAS, School District and Care Solace have entered into a Service Agreement dated March 9, 2022, with a term from April 1, 2022, through June 30, 2023 (the “**Service Agreement**”); and

WHEREAS, the Parties agree that they wish to renew the Service Agreement pursuant to Paragraph 10 of the Service Agreement for a term of one year, beginning on July 1, 2023 and continuing through June 30, 2024 (the “**Renewal Term**”); and

WHEREAS, the Parties agree that it is their mutual intention by execution of this Renewal that the Service Agreement and any addenda thereto shall be renewed in full for the Renewal Term, subject to the revisions expressly set forth herein, and that the Service Agreement and any addenda, as modified by this Renewal, shall be binding upon the Parties.

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in the Service Agreement and any addenda thereto, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. Additional Service Agreement Terms

The Parties hereby agree that the below referenced additional terms shall be incorporated into the Service Agreement and shall be binding upon the Parties:

11.4 The Renewal Term of this Agreement will begin on July 1, 2023, and continue through June 30, 2024. This Agreement will terminate automatically unless the Parties agree, in writing, to additional and optional one-year terms (hereinafter, “**Additional Renewal Term**”) before July 1st of each year following the Renewal Term (hereinafter the “**Renewal Date**”).

For the Renewal Term from July 1, 2023 through June 30, 2024, School District will pay \$150,500 to Care Solace (based on enrollment of 43,000) upon execution of this Renewal.

12.1 Payment Terms. School District agrees to pay the amounts set forth in Paragraph 11, *supra*, within thirty (30) calendar days of receipt of an invoice. If Care Solace does not receive payment in full on an invoice within thirty (30) days, a finance charge on the unpaid amount of any invoice will be charged at a rate of 3.75% annually, beginning thirty (30) days after School District receives the invoice. Payments by the School District will thereafter be applied first to accrued interest and then to the principal unpaid balance. School District agrees to pay all costs, including reasonable attorneys’ fees, incurred by Care Solace in the collection of any delinquent accounts. For the purposes of

this Paragraph 12.1, an invoice shall be deemed to be received upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail.

B. Incorporation of Service Agreement Terms and Conditions

1. Other than the Modifications set forth in Section A above, the Service Agreement and any addenda thereto are incorporated here by this reference as though fully set forth herein and the Parties agree that all of the Terms and Conditions of the Service Agreement are in effect during the Renewal Term.

SIGNATURES ON NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

Care Solace, Inc. (“Care Solace”)

Printed Full Name: Chad Castruita

Title: CEO

Signature: _____

Sacramento City Unified School District ("School District")

Printed Full Name: Jesse Castillo

Title: Assistant Superintendent

Signature: _____

**ATTN:**

Jacqueline Garner
 Mental Health/Behavioral Health
 (916) 643-9141
 jacqueline-garner@scusd.edu

Bill To:

Sacramento City Unified School
 District
 5735 47TH AVE.
 SACRAMENTO, CA 95824
 United States

Order Form Number: 12548

Date: June 14, 2023

Expires: July 15, 2023

Total: \$140,000.00

Product	QTY	Unit Price	Total Price
PK12 PD Bundle	40,000	\$3.50	\$140,000.00
Annual Total			\$140,000.00

Term of License: [August 1, 2023] to [July 31, 2024]

Auto-Renew: term subject to 12 month auto-renewal unless either party provides notice at least sixty (60) days prior to the end of the then-current term

Payment Terms: Net 30 (Thirty) from date of invoice

Kognito Service Includes: Hosting of the course, technical support during regular business hours, pre, post, and 2-month follow-up surveys, and course completion email reminders to users.

Please view enclosed Terms and Conditions for additional information.

Make all checks payable to **Kognito Solutions LLC, Tax I.D.# 32-0222868**

Remit to: Kognito Solutions
 PO Box 74008958
 Chicago, IL 60674-8958

Sole Source Information: Kognito Solutions LLC is the SOLE SOURCE for the Products listed above.

THANK YOU FOR YOUR BUSINESS!

Kognito:

Kognito Solutions LLC

Signature: _____

Name/ Title: _____

Date: _____

Licensee:

Sacramento City Unified School District

Signature: _____

Name/ Title: _____

Date: _____

STANDARD TERMS AND CONDITIONS
KOGNITO SOLUTIONS LLC - PRODUCTS AND SERVICES

CERTAIN DEFINITIONS: “Kognito Products” means the Kognito proprietary content, materials and curriculum powered by Kognito Proprietary Platform and licensed by Licensee hereunder. “Kognito Service” means the Kognito service of making available to Licensee and its authorized end users (“End Users”) the Kognito Products using the Kognito Proprietary Platform and any LMS Integration Services, as may be described further herein. “LMS Integration Services” means the services to integrate Kognito’s existing Learning Tools Interoperability integration with Licensee’s Learning Management System to provide access to the Kognito Services. “Kognito Proprietary Platform” means all computer software programs, applications, code and databases owned by or developed by or on behalf of Kognito as of the date hereof and during the Term hereof comprising and/or related to the Kognito Service and all related software and technology, and all upgrades, specifications and documentation related thereto, and any part or portion thereof. Kognito Proprietary Platform, includes licensed third-party software by Kognito and expressly excludes unlicensed third-party software, data or public domain materials.

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PAYMENT TERMS. Payment terms are net thirty (30) days from the date of invoice. License purchases are non-refundable. Licensee shall make all payments in United States currency. Kognito may, in its sole discretion, suspend performance hereunder in the event of delinquency until all amounts due are received. All fees and other charges quoted or provided pursuant to this Agreement shall be exclusive of any sales, use, value added, or other taxes, which may be imposed or

assessed against the sale, licensing, or use of the Kognito Service.

END USERS. Kognito will require all End Users to agree to Kognito’s User Agreement and Privacy Policy Agreements when accessing the Kognito Service, Kognito Products, and Kognito Proprietary Platform for the first time (see URLs below). Licensee acknowledges that in order for Kognito to provide the Kognito Service and the Kognito Products, Kognito will collect personal and non-personal information from End Users. The data may include name, email, and demographic information provided by the End User during registration, anonymous feedback provided through surveys approved by Licensee, and any other interactions between the End User and the Kognito Products. All data collected from End Users will be governed under the User Agreement and Privacy Policy Agreements which can be viewed at <https://kognito.com/kognito-user-agreement/> And <https://kognito.com/privacy-policy/>. A copy of the data collected from End Users during registration will be made available to Licensee. Licensee hereby grants Kognito with a perpetual, non-exclusive, non-transferable license and right to use the de-identified data provided to Kognito for research and evaluation purposes. Kognito will not use the name of Licensee in relation to this data in any publication without prior written approval. Kognito agrees to process, use, share, and store such information only in accordance with applicable law, including those governing data protection.

LMS INTEGRATION SERVICES. If applicable, the LMS Integration Services shall be a compatibility solution between Licensee and Kognito pursuant to which an LTI supported integration will enable Licensee’s End Users to access the Kognito Services directly from Licensee’s Learning Management System. Licensee shall provide Kognito with such resources, information and assistance as Kognito may reasonably request in connection with the performance of the LMS Integration Services. Without limiting the generality of the foregoing, Licensee shall provide reasonable and as necessary network connections, materials, assistance from qualified personnel familiar with Licensee’s hardware, software and data processing requirements and other resources as reasonably requested by Kognito. Licensee

acknowledges and agrees that Kognito's ability to successfully perform the LMS Integration Services in a timely manner is contingent upon its receipt from Licensee of the information, resources and assistance reasonably requested. Kognito shall have no liability for deficiencies in the LMS Integration Services resulting from the acts or omissions of Customer, its agents or employees or performance of LMS Integration Services in accordance with Licensee's instructions. Licensee acknowledges that in order to perform the LMS Integration Services, Kognito may require access to certain Licensee software or other information or material of Licensee or Licensee's End Users ("Licensee Materials"). Licensee Materials shall include Licensee data. Accordingly, Licensee hereby grants to Kognito a non-exclusive, non-transferable license to use the Licensee Materials as necessary for Kognito to perform the LMS Integration Services. Licensee represents and warrants that it will provide student personal information of its End Users to Kognito solely in accordance with applicable law, including with respect to any obligations to obtain consent or otherwise have a lawful basis on which to share such personal information with Kognito.

NO PAYMENT TO LICENSEE. Under no circumstances shall Kognito be liable to Licensee or any of its End Users for payment for information supplied by Licensee or an End User to Kognito, including but not limited to suggestions of improvement to course materials.

TERM AND TERMINATION. This Agreement shall continue in full force until the end of the Term identified in the Order Form (the "Term", including any renewal terms). Unless the parties agree otherwise in writing, End User accounts added during any Term will have a prorated term ending on the last day of the then-current term. At the end of each Term, the Services (and all End User accounts previously purchased) will automatically renew for an additional term of twelve months. If either party does not want the Services to renew, then it must notify the other party in writing at least sixty (60) days prior to the end of the then-current Term. This notice of non-renewal will be effective upon the conclusion of the then-current Term. Either party shall have the right to terminate this Agreement immediately upon written notice delivered to the other party if, at any time, the other party is in material breach of any term, condition or covenant of this Agreement and fails to cure a breach

capable of cure within thirty (30) days of written notice thereof. Upon termination of this Agreement, for any reason (i) all undisputed and outstanding fees due to Kognito, shall due upon effective date of such termination, net 30; (ii) Licensee shall cease all use of the Kognito Service.

NO MODIFICATIONS, REVERSE ENGINEERING OR SPIDERING. Licensee shall not alter, modify, enhance, work around any technical limitation in, or make any derivative works of the Kognito Proprietary Platform, the Kognito Products or the Kognito Service. Licensee shall not, and shall not cause or permit any third party to, disassemble, decompile, reverse engineer or otherwise attempt to derive source code, or spider, crawl or robotically or automatically collect or extract information from the Kognito Proprietary Platform or the Kognito Service. Licensee shall not use the Kognito Proprietary Platform or the Kognito Service in an attempt to, or in conjunction with, any device, program or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction.

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KOGNITO REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION. Kognito represents and warrants to Licensee that: (i) it has full power and authority to grant the licenses granted under this Agreement, and (ii) all Kognito Services provided to Licensee hereunder shall be performed in a good and workmanlike manner in accordance with generally accepted, applicable industry standards. Kognito agrees to indemnify, defend and hold Licensee and its affiliates, and their respective owners, directors, officers, employees, shareholders, agents, (collectively, the "Licensee Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including legal fees) ("Claim") incurred by any

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DISCLAIMER OF WARRANTY. EXCEPT AS PROVIDED IN THIS AGREEMENT, KOGNITO AND ITS AFFILIATES AND PARTNERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. EXCEPT AS PROVIDED IN THIS AGREEMENT, THE KOGNITO PROPRIETARY PLATFORM, THE KOGNITO PRODUCTS AND THE KOGNITO SERVICE ARE PROVIDED HEREUNDER ON AN "AS-IS" BASIS, AND KOGNITO AND ITS AFFILIATES AND PARTNERS DISCLAIM ALL WARRANTIES THAT THE KOGNITO PROPRIETARY PLATFORM, THE KOGNITO PRODUCTS OR THE KOGNITO SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR OPERATE OTHER THAN AS SET FORTH HEREIN. THE KOGNITO PROPRIETARY PLATFORM, THE KOGNITO PRODUCTS AND THE KOGNITO SERVICE ARE NOT INTENDED TO TEACH INDIVIDUALS HOW TO DIAGNOSE, NOR CAN THEY ENABLE THE USER TO RELIABLY PREDICT VIOLENT BEHAVIOR IN ANY ONE INDIVIDUAL.

NO UNAUTHORIZED USE, RESALE OR COMMERCIAL USE. Licensee shall use best efforts to protect the Kognito Service and Kognito Products from access by any unauthorized person or third party. Licensee shall not copy, re-sell, rent, lease, lend, provide access to third parties or otherwise transfer the Kognito Proprietary Platform, Kognito Products or Kognito Service.

TRADEMARKS. Upon prior written approval, Licensee may display the Kognito trademarks and certain trademarks of organizations that partner with Kognito to develop or promote the Kognito Products ("Partners") (collectively, the "Kognito Marks") in connection with the Kognito Products and the Kognito Service. Any and all use of the Kognito Marks shall inure to the benefit of Kognito. Licensee shall not withhold or block display of any artwork, graphics or Kognito Marks as integrated into the Kognito Proprietary Platform, the Kognito

Products or the Kognito Service. Licensee agrees not to remove or obfuscate any copyright, trademark or other proprietary rights notices from the Kognito Service, Kognito Products or any Kognito Proprietary Platform.

ASSIGNMENT. Kognito may assign this Agreement to any person or entity to whom it transfers all or substantially all of its rights in the Kognito Proprietary Platform or the Kognito Products. Licensee may not assign, voluntarily, by operation of law, or otherwise, this Agreement or assign any rights or delegate any duties under this Agreement without Kognito's prior written consent, which will not be unreasonably withheld. Any attempt to do so without that consent will be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of each Party's permitted successors and assigns.

FORCE MAJEURE. Except for Licensee's obligation for payment for services rendered, neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, pandemics, epidemics, wars, terrorist attacks, insurrections, strikes or other work stoppages, and/or any other cause beyond the reasonable control of the Party whose performance is affected.

LIMITATIONS OF LIABILITY. EXCEPT FOR THE KOGNITO'S INDEMNIFICATION OBLIGATIONS AS DETAILED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES OR PARTNERS BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY EITHER PARTY ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY DAMAGES THAT LICENSEE MIGHT INCUR FOR ANY REASON WHATSOEVER, THE ENTIRE LIABILITY OF KOGNITO UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY LICENSEE BASED ON REASONABLE RELIANCE UP TO THE AMOUNT ACTUALLY PAID BY LICENSEE UNDER THIS AGREEMENT.

THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE THE LIMITATIONS SET FORTH ABOVE SHALL NOT RELIEVE LICENSEE FROM PAYMENT OF ALL AMOUNTS DUE HEREUNDER NOR SHALL SUCH LIMITATIONS APPLY IN THE EVENT OF EITHER PARTY'S MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

LICENSEE REPRESENTATIONS AND WARRANTIES.

Licensee represents and warrants to Kognito that: (i) it has full power and authority to enter into this Agreement; (ii) its performance under this Agreement shall at all times comply with all applicable laws, rules and regulations; and (iii) it shall not knowingly use any Kognito Proprietary Platform, Kognito Products or any Kognito Service to upload, post, email, transmit, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or any telecommunications equipment.

PURCHASE ORDER. If Licensee requires a Purchase Order number on its invoice, it must inform Kognito and issue a Purchase Order to Kognito. **Any terms and conditions on a Purchase Order do not apply to this Agreement and are null and void as to this Agreement.**

MISCELLANEOUS. The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement. Nothing in this Agreement will create any association, partnership, or joint venture between the Parties. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California.

RESTRICTED GOVERNMENT RIGHTS. The Kognito Services were developed solely at private expense, contain "restricted computer software" submitted with restricted rights in accordance with the US FAR 52.227-19 (a) through (d) of the Commercial Computer Software-Restricted Rights Clause and its successors, and in all respects is proprietary data belonging to Kognito and/or its suppliers. For US Department of Defense

units, the Services and deliverables, if any, are considered commercial computer software in accordance with US DFARS 227.7202-3 and its successors, and use, duplication, or disclosure by the US Government is subject to the restrictions set forth herein.

COPPA. If applicable, Licensee consents to Kognito's collection and processing of Student Data as described in Section 11 of the Kognito Privacy Policy. Licensee represents and warrants that it has obtained all requisite consents (including, as applicable, from parents or guardians) for the sharing and processing of Student Data in connection with the Kognito services in accordance with the Children's Online Privacy Protection Act ("COPPA"). Even if not required by Applicable Law, we recommend that you notify all parents and legal guardians about the use of Kognito and that you provide such persons with a copy of the Kognito Privacy Policy.

SUPPORT. Kognito will offer reasonable levels of continuing support to assist Licensee and End Users in use of the Kognito Service. Kognito will make its personnel available by email or phone during regular business hours, Monday through Friday, 9am-5pm Eastern Time for assistance, excluding Kognito holidays.

KOGNITO SERVICE SLA. Kognito shall use reasonable efforts to provide Licensee access to the Kognito Products seven (7) days a week with an average of 98% uptime per month. The 2% down-time does not include periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of additional Kognito Services as they become available, and downtime related to the failure of equipment or services outside the control of Kognito, including but not limited to public or private telecommunications services or internet nodes or facilities. Scheduled downtime will be performed at a time to minimize inconvenience to Licensee.

MODIFICATIONS. Licensee understands that from time to time the Kognito Service may be added to, modified, or deleted by Kognito and/or that portions may migrate to other formats.



Quote

Bluum USA, Inc. (f.k.a. Troxell Communications Inc.)
 4675 E. Cotton Center Blvd
 Suite 155
 Phoenix AZ 85040
 www.bluum.com

#281681

07/12/2023

Bill To

Sacramento City Unified School District
 5735 47TH AVE
 SACRAMENTO CA 95824-4528

Ship To

P23-02927
 PURCHASING SERVICES & WAREHOUSE
 3051 REDDING AVE
 SACRAMENTO CA 95820

Memo:

Newline 86" Q Series w/eBox Cart

Expires	Sales Rep	Contract	Terms
10/10/2023	848 Bill Pitzner	01-150 Omnia (NCPA)	Net 30

Qty	Item	MFG	Price	Ext. Price
200	TT-8621Q NEWLINE INTERACTIVE TT-8621Q 86IN INTERACTIVE TOUCH FLAT PANEL DISPLAY *FREE SHIPPING (ANY QTY) *FREE TRAINING (ANY QTY) *5 YEAR ADVANCE REPLACEMENT WARRANTY	Newline	\$2,775.00	\$555,000.00
200	Electronics Disposal Fee 3 (Over 35") CA State Recycle Fee >=35IN TV/MON/TB	Bluum	\$6.00	\$1,200.00
200	EPR1B39900-000 OCTOPUS SOFTWARE (FREE WITH EACH PANEL)	Newline	\$0.00	\$0.00
200	EPR1B31008-000 IdeaMax - Perpetual (FREE WITH EACH PANEL)	Newline	\$0.00	\$0.00
120	TLP712B Surge Protector Strip 120V 7 Outlet 12ft Cord 1080 Joule	Tripp Lite	\$35.00	\$4,200.00
200	487A01 e-Box® Motorized height adjustable mobile stand - for interactive flat panels up to 254 lbs [115 kg] (86" diagonal)	Balance Box	\$892.00	\$178,400.00
200	481A117 e-Box® Adapter set for screens with VESA 600 to 800 wide and 600 high	Balance Box	\$80.00	\$16,000.00
200	Subcontractor Installation AV INSTALLATION - MOORE ENTERPRISE SCOPE OF WORK: ONSITE ASSEMBLY OF MOBILE CART INSTALL DISPLAY ON MOBILE CART DISPOSE OF ANY TRASH AND DEBRIS TEST TO DISCOVER ANY DOA OR BASIC DEFECT ISSUES		\$350.00	\$70,000.00



281681



Bluum USA, Inc. (f.k.a. Troxell Communications Inc.)
4675 E. Cotton Center Blvd
Suite 155
Phoenix AZ 85040
www.bluum.com

Quote

#281681

07/12/2023

Subtotal	\$824,800.00
Tax Total (8.75%)	\$65,940.00
Shipping Cost	\$0.00
Total	\$890,740.00

This document is subject to the terms and conditions found here: www.bluum.com/terms-conditions. For quotes over \$25,000 a Purchase Order is required, please reference this quote number on your PO. If purchasing via credit card a 2.5% surcharge fee will apply. For questions please contact your Bluum Account Representative.

Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods. Returns require an authorization number and must be made within 30 days. A minimum 25% restocking fee may apply with the exception of out of box failures and replacements under warranty.



281681

QUOTE



Lexia Learning Systems LLC

300 Baker Avenue, Suite 320
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-565945-3
Created Date: 8/9/2023

Prepared By: Robin Amrine
Email: robin.amrine@lexialearning.com

Quote To:
Olga Simms
Sacramento City Unified School District
5735 47th Ave
Sacramento, CA 95824 US

Bill To:
Olga Simms
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824 US

One Year

OPTION 1

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
8/1/2023	7/31/2024	5	Lexia English Unlimited License with Virtual School Success Partnership Renewal - McClatchy High School, Hiram Johnson High School, Pacific Elementary, Will C. Wood Middle School, Abraham Lincoln Elementary	\$14,900.00	\$74,500.00
8/1/2023	7/31/2024	1	Lexia English District Success Partnership - Gold	\$11,900.00	\$11,900.00
8/1/2023	7/31/2024	450	Lexia English Student Subscription Renewal	\$90.00	\$40,500.00
One Year Total Price:					\$126,900.00

Fax or email Purchase Orders with quote number Q-565945-3 AND Option Number to the following:

Attn: Robin Amrine
Email: robin.amrine@lexialearning.com
Fax: 978-287-0062

PLEASE NOTE THE QUOTE NUMBER AND OPTION NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for

refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.



**CISCO FLEX PLAN SUBSCRIPTION AGREEMENT:
Cisco FLEX 2023-2024**

**Sacramento City Unified School District
Quote #Q-00072900**



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Billing Information:

AMS.NET will invoice against the contract once Purchase order is received and processed by AMS.NET. Failure to pay invoices may lead to cancellation of manufacturer subscription and early termination penalty.

SaaS Contract Cost Summary:

Contract Term	1 Year
Billing Term	Prepaid

Monthly Total	\$13,764.00
Annual Total	\$165,168.00
Total	\$165,168.00

Each contract has an annual adjustment period process to calculate and bill for overconsumption. At the end of each contract year, any additional licenses added during the prior year will be calculated and added to the contract. At the end of the initial term, current agreement/subscription can be renewed by emailing a new purchase order to Mike Bruington, at mbruington@ams.net. To cancel your subscription at the end of the initial term, please notify Mike Bruington by email, no later than 45-days prior to end-of term. If we do not hear from you by 45-days prior to end-of term, your subscription will be automatically cancelled. We are required to give the manufacturer partner a 30-day cancellation notice.

AMS.NET will invoice against the original contract once a Purchase Order is received and processed by the AMS.NET internal team. Failure to pay invoices may lead to cancellation of the manufacturer subscription and early termination penalties may apply. In order to renew the subscription, please email a purchase order for the renewal term to Mike Bruington at mbruington@ams.net, in writing 45-days prior to the end-of-term. AMS.NET will send out customer reminders notifying them of the impending renewal and the customer must provide purchase order for the renewal term to AMS.NET, Mike Bruington at mbruington@ams.net, in writing 45-days prior to the end-of-term to avoid cancellation. Customer is subject to early termination fees for the remaining value on the contract if contract is terminated before the contract end date.

Customer Responsibilities:

- Customer must provide minimum 10MB internet connection, with access to Cisco Webex Cloud



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INTRODUCTION

Cloud services offered include: Webex Cloud Calling, Webex Teams, Webex Teams File Storage, Cloud Video Device Registration (*including Webex Board*), Webex Hybrid Services and Webex Meetings.

In an on-premised deployment, Cisco offers: Webex Teams, Webex Teams File Storage, Cloud Video Device Registration, Webex Hybrid Services and Webex Meetings, Cisco Unified Communications Manager, Cisco Unity Connections, Cisco Emergency Responder, Cisco Expressway, Cisco Jabber, Cisco Unified Attendant Consoles, and Common Area Device License.

Please refer to Customer Price Quote and chart below for the features included in your contract.

Cisco Collaboration Flex Plan Features

Features Included in Collaboration Flex	Cloud	On-Premise
Cloud Calling	-	-
Webex Teams	-	-
Webex Meetings	-	-
Webex Teams File Storage	20GB	-
Cloud Video Device Registration	✓	-
Webex Hybrid Services	✓	-
Cisco Unified Communications Manager	-	✓
Cisco Unity Connections	-	✓
Cisco Emergency Responder	-	✓
Cisco Expressway	-	✓
Cisco Jabber	-	✓
Cisco Unified Attendant Consoles	-	With EA
Common Area Device License	-	With EA



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Customer Price Quote

Customer

Sacramento City Unified School District
5735 47TH Ave Fl 2
Sacramento CA, 95824-4528 US
ATTN: Vincent Flores

Quote Description

Cisco FLEX 2023-2024

Quote

#Q-00072900

Estimated Contract Start	9/22/2023
Estimated Contract Expiration	9/21/2024
Contract Term	1 Year
Billing Term	Prepaid
Modified	8/1/2023
Account Mgr.	Jared Bayless
AM Phone	(925) 245-6186
AM Email	jbayless@ams.net
Inside Account Mgr.	Mike Bruington
IAM Phone	(925) 245-6165
IAM Email	mbruington@ams.net

Line	Item Description	Qty	Service Term	Unit Price	Qty Months	Extended Price
1	A-FLEX-EAPL-EDU EntW On-Premises Calling for Education	3100	1 Year	\$4.44	12	\$165,168.00

Order Summary

Monthly Total	\$13,764.00
Total	\$165,168.00



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- Customer must allow Cisco Webex traffic through firewall
- Customer must provide hardware/VMWare environment for all on-premise applications
- Customer is responsible for PSTN access
 - Cloud deployments must use one of Cisco Preferred Partners
 - On-premise PSTN access supports SIP, PRI and Analog Integrations
- Customer responsible for updating E911 information
- Customer responsible for proper network configuration to support VoIP including but not limited to: QoS, VLAN, routing, etc.
- Customer responsible for any certificates that may be required

AMS.NET is not responsible for service or SLA agreement degradation delays due to lack of customer compliance with the above items



Sign and return this page to your account manager to accept this proposal for Cisco Flex Plan Subscription.

I, the undersigned ("Customer"), hereby accept this Proposal for SaaS Services(s) as detailed in the quote number Q-00072900. I also agree to the following:

Terms and Conditions

Payment Conditions

Yes, Customer chooses to purchase SaaS services from AMS.NET. Customer understands that Customer will be responsible to pay the full costs of the services until contract has expired. Fees are non-refundable and payment obligations are non-cancelable, except as provided in your purchase terms or where prohibited by law.

Term: 1 Year

Customer has the option to renew after this contract expires using the terms of the Master Services Agreement. The Cisco Systems Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). Both the terms in this Agreement and the Agreement between you and Cisco Systems for the Cloud Service(s) must be accepted.

Year 1 Cost - Quote Total	Qty	Service Term	Unit Price	Qty Months	Extended Price
A-FLEX-EAPL-EDU EntW On-Premises Calling for Education	3100	1 Year	\$4.44	12	\$165,168.00

Monthly Total	\$13,764.00
Annual Total	\$165,168.00
Total	\$165,168.00



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This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, .pdf or other electronic means will be as binding and effective as delivery of a manually executed counterpart to the Agreement.

By signing below, each of the Parties, intending to be legally bound thereby, agrees to the terms of this Agreement.

Submitted by AMS.NET, Inc. Signature <hr/> Name <hr/> Title <hr/> Date <hr/>	Acknowledged and Agreed Sacramento City Unified School District Signature <hr/> Name <hr/> Title <hr/> Date <hr/>
--	---

Payment Terms and Conditions:

1. AMS.NET will require a Purchase Order referencing this Quote # and an authorized representative must sign this proposal.
2. Payment Terms are NET 30. Payments made beyond 30 days are subject to a finance charge of 1.5% per month. Customer agrees to pay all collection costs and attorney fees or late payments if applicable. . In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect services already received.
3. Shipping charges and sales tax will not be added to this order as these services on non-taxable.
4. The laws of the State of California will apply to this sale.
5. The term "start date" means the first business day on which the service starts. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the start date. Seller shall use its best efforts to make timely delivery of start date. **HOWEVER, ALL STATED DELIVERY AND START DATES ARE APPROXIMATE AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER SHALL, UNDER NO CIRCUMSTANCE, BE DEEMED TO BE IN DEFAULT HEREUNDER OR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSS RESULTING FROM DELAYS IN DELIVERY OF START DATE.**
6. Early Terminate Fee (ETF): Customer is subject to Early Termination fees for the remaining value on contract if contract is terminated before the contract end date. AMS will deduct contract total minus total paid by customer to calculate value of the ETF. ETF Payment terms are subject to same payment terms listed above.
7. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) You purchase from Cisco or an Approved Source and is between You and Cisco. The Universal Cloud



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Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, You agree to the terms of this Agreement. If You do not have authority to enter into this Agreement, or if You do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If You determine that You cannot comply with the terms of this Agreement after You have paid for the Cloud Service, You may terminate Your access to the Cloud Service for a full refund provided You do so within thirty (15) days of Your purchase.

8. AMS.NET will invoice against the original contract once a Purchase Order is received and processed by the AMS.NET internal team. Failure to pay invoices may lead to cancellation of the manufacturer subscription and early termination penalties may apply. Each contract has an annual adjustment period process to calculate and bill for overconsumption. At the end of each contract year, any additional licenses added during the prior year will be calculated and added to the contract. In order to renew the subscription, please email a purchase order for the renewal term to Mike Bruington at mbruington@ams.net, within 45-days of the end of the initial term. AMS.NET will send out customer reminders notifying them of the impending renewal and the customer must provide purchase order for the renewal term to AMS.NET, Mike Bruington at mbruington@ams.net, in writing 45-days prior to the end-of-term to avoid cancellation. Customer is subject to early termination fees for the remaining value on the contract if contract is terminated before the contract end date.

AMS.NET Tax ID: 94-3291626
C7 License: 763508



Offer Description for Cisco Collaboration Flex Plan

This Offer Description is for the Cisco Collaboration Flex Plan (the "Cisco Technology"). Capitalized terms, unless defined in this document, have the meaning in the EULA or General Terms found at https://www.cisco.com/c/dam/en_us/about/doing_business/legal/eula/cisco_end_user_license_agreement-eng.pdf, or similar terms existing between You and Cisco (the "Agreement"). For clarity, Product Descriptions like this have historically been named either Offer Descriptions or Supplemental End User License Agreements. References to those documents in the Agreement should be interpreted as a reference to this Product Description.

1. Description

1.1 Cisco Collaboration Flex Plan

A Cisco Collaboration Flex Plan subscription allows You to flexibly deploy various Cisco Technology for Cisco-hosted ("Cloud Service(s)"), on-premises or partner-hosted deployments. Cloud Services offered in the plan include the following:

- Webex Meetings;
- Webex Calling;
- Webex Calling (formerly Cisco Spark Call);
- Webex Calling for SP;
- Unified Communications Manager Cloud;
- Webex App;
- Webex Webinars (formerly Webex Events);
- Webex Video Integration for Microsoft Teams;
- Cisco FedRAMP Webex Meetings; and
- Unified Communications Manager Cloud for Government.

In an on-premises or partner-hosted deployment (which includes the Webex App Cloud Service), Cisco may offer the following Software:

- Cisco Meeting Server;
- Cisco Unified Communications Manager (UCM); and
- HCS.

1.2 Cisco Collaboration Flex Plan for Education

The Cisco Technology is offered to education Users, as described in Exhibit A.

1.3 Cisco Collaboration Flex Plan for Public Sector and FedRAMP

The Cisco Technology is offered to public sector Users, including FedRAMP Users, as described in Exhibit B, Section 2.1.

1.4 Cisco Webex Production Assist

Cisco offers the Production Assist Services to Webex Users as described in Exhibit C.

1.5 Extended Security Pack

The Extended Security Pack standalone offer includes access to Cloudlock for Webex. Please see the [Cloudlock Offer Description](#) for information related to Cloudlock. The Extended Security Pack with Duo Multi-Factor Authentication (MFA) bundle includes access to both Cloudlock and MFA authentication for Webex. This Duo feature-functionality is limited to basic MFA and single sign-on (SSO) for unlimited applications. Please see the [Duo Offer Description](#) for information related to Duo Security.

1.6 Webex Video Integration for Microsoft Teams

Cisco offers the Webex Video Integration for Microsoft Teams as described in its Offer Description [here](#).

2. License Model Terms

The Cisco Technology may be available in multiple license models, as described below. You have the flexibility to change Your license model from: (a) Named User to Active User or Enterprise Agreement or (b) Active User to Enterprise Agreement. You may not change Your subscription from Enterprise Agreement to any other license model.

2.1 Named User

Your payment obligation and right to use the Cisco Technology is based on the number of Named Users on Your order, regardless of usage. If the number of Named Users who access the Cloud Services and Software exceed the number of Named Users on Your order, Your payment obligation will increase to reflect the additional Named Users. Billing reconciliation may occur at any time after You exceed the number of Named Users on Your order.

A “**Named User**” is an employee or contractor given access to the Cloud Services and Software. Each Named User receives a unique account that may not be shared or used by anyone other than the designated employee or contractor. A Named User’s account may not be transferred to another person, except upon: (a) termination of the Named User’s employment or (b) Cisco’s prior written approval. You are solely responsible for the acts and omissions of, or any fees incurred by, Your Named Users.

2.2 Active User

The **Active User** license model provides your entire organization with access to Flex Plan Meetings. Your payment obligation is based on a minimum quantity of Active Users (“**AU Minimum**”) that may increase during the Usage Term as Your organization grows or Your usage of Meetings increases. Your initial total Meetings Entitlement is determined by the number of Knowledge Workers on your initial order. Your order must reflect at least 250 Knowledge Workers or 40 Active Users for You to be eligible to participate in the Active User license model. Each Active User receives a unique account that may not be shared or used by anyone other than the designated employee or contractor.

At the beginning of the Usage Term, your AU Minimum will be determined as follows:

- If You are purchasing under a legacy AU license model, Your AU Minimum will be the greater of 40 Active Users or 15% of Your Knowledge Workers. If You are purchasing under a then-current AU license model, Your AU Minimum will be 40 Active Users.
- If you are migrating from an existing subscription, You will retain the number of Active Users associated with Your existing subscription, and Your AU Minimum will be equal to such number.
- Your AU Minimum may be adjusted if the following occurs during the first year of Your subscription:
 - o If the peak number of Active Users exceeds five times (5X) Your initial AU Minimum at any time, then Your AU

Minimum is subject to an immediate reset such that it would equal the actual number of peak Active Users.

- o Each year on the anniversary of the Delivery Date, Cisco will measure Your Average Active Users – this process is called a “**True Forward**”. If Your Average Active Users is found to be greater than Your AU Minimum, Your AU Minimum will be increased, and You will owe incremental True Forward fees for these additional Active Users for the remainder of the Usage Term. Billing reconciliation may occur at any time after Your AU minimum is increased as a result of the True Forward calculation. A True Forward will never result in a reduction of Your Active User count.

2.3 Enterprise Agreement

The Collab Flex Enterprise Agreement license model is governed by the Cisco Enterprise Agreement Program Terms, which require Your acknowledgement when You place Your order. See those terms for your Usage Rights.

2.4 Shared Meetings

Your payment obligation and right to use the Cisco Technology is based on the Concurrent Meetings Cap on Your order. You may host an unlimited number of meetings during Your Usage Term, as long as You do not exceed the Concurrent Meetings Cap.

- If You exceed the Concurrent Meetings Cap, You must pay for the additional meetings pursuant to the True Forward process in this Section.
- You must purchase a Concurrent Meetings Cap of at least one but no more than 25 combined cloud and on-premises meetings.
- No more than 250 of Your employees may be given access to Your cloud meetings.

A “**True Forward**” under this Section is the process to determine the fees due for Peak Concurrent Meetings that exceed the Concurrent Meetings Cap on Your order. Under the shared meetings license model, a True Forward is conducted quarterly beginning in the second quarter of Your Usage Term. If Your Peak Concurrent Meetings exceed the Concurrent Meetings Cap on Your order, Your Approved Source will bill You for the excess meetings. Your minimum payment obligation for the remainder of Your Usage Term will also increase to reflect the higher Peak Concurrent Meetings. A True Forward will not reduce Your Concurrent Meetings Cap.

2.5 Definitions

The defined terms used in this Section 2 mean the following:

“**Knowledge Workers**” means Your employees and contractors who use computing or communications devices capable of running the Cisco Technology as part of their duties performed on Your behalf.

“**Deployed Knowledge Worker**” means a Knowledge Worker who has a profile configured within the installed Cisco Technology provisioning platform and associates that profile with the applicable desk phone, any Jabber client, any Webex app client, mobile phone, video Device, or personal computing Device, as applicable.

“**Active User**” means a Knowledge Worker who accesses the Cisco Technology and initiated at least one Meeting.

“**Average Active Users**”, the average number of Active Users per month in months nine, ten, and eleven of the preceding year. For clarification, months nine (9), ten (10), and eleven (11) are based on the corresponding three (3) thirty-day periods.

“**Meeting**” is a meeting initiated: (a) in Webex Meetings, Webex App, or Cisco Meeting Server; or (b) by phone using a Webex personal conferencing number regardless of whether Webex Meetings, Webex app, or Cisco Meeting Server is launched. An unscheduled meeting launched from a Webex app one-on-one space is not included as a Meeting.

“**Concurrent Meetings Cap**” is the maximum number of cloud and on-premises meetings You are entitled to host simultaneously.

“**Peak Concurrent Meetings**” means the greatest number of meetings hosted simultaneously during the previous quarter of the Usage Term.

3. Data Protection

The applicable [Privacy Data Sheets](#) describe the Personal Data that Cisco collects and processes as part of the delivery of the Cloud Service to You. For further detail on how Cisco processes, uses and protects all categories of data, please visit [Cisco's Security and Trust Center](#).

4. Accounts for Personal Use

If You create an account to use the Cisco Technology for personal use, Your employer's policies will not apply to the data that You share while using the Cisco Technology. However, if You use Your employer-issued email address and Your employer later purchases the Cisco Technology from Cisco, You will be required to update the email address associated with Your account to a personal email address. Cisco recommends that You use Your personal email address to access the Cisco Technology for personal use. If You want to change Your email address, You can do so by following these [instructions](#). If You do nothing, Your account and Personal Data will be controlled by Your employer and Your use will be subject to Your employer's policies.

5. Supplemental Terms and Conditions

5.1 Term

The initial Usage Term starts on the earlier of (a) 30 days from the date Cisco notifies You that any portion of the Cisco Technology is ready for You to start provisioning; or (b) the date any portion of the Cisco Technology has been provisioned.

5.2 Restrictions on Use by Minor Children

Generally, the Cisco Technology is not authorized for use by persons younger than the age of consent in their relevant jurisdiction (e.g., 13 years old in the United States under the US Children's Online Privacy Protection Act of 1998, or 16 or 13 years old in the European Union as per Member State law) (“**Minor Children**”). Minor Children are not permitted to create an account to use the Cisco Technology, and You will not authorize Minor Children to access the Cisco Technology.

5.3 Geographic Terms and Restrictions

In accordance with global telecommunications law and regulations, the Cisco Technology is currently available in the countries listed [here](#).

5.4 Webex Calling Offer

Your use of Webex Calling Plans, Webex Calling, Unified Communications Manager Cloud (UCM-C) or Unified Communications Manager Cloud for Government (UCM-G) may include additional legal requirements as set out in **Exhibit D**.

With regard to Webex Meetings, when Cisco includes dial-in numbers (toll and/or toll-free) and call back features, Cisco does not operate the underlying telecommunications facilities. Cisco obtains these capabilities from authorized operators and Cisco relies on the authorized operator for PSTN-related regulatory compliance.

5.5 Cisco Webex Hybrid Services

Cisco Webex Hybrid Services allow You to connect Your existing on-premises infrastructure with the Webex cloud platform. If You choose to use Cisco Webex Hybrid Services, You will be required to download and install software applications on Your premises to enable integration with Cisco Webex (“**Hybrid Software**”). You will exercise exclusive control over the Hybrid Software in Your environment. You will maintain the Hybrid Software in a secured environment accessible only to Your Authorized Third Parties and Users. You will replace or patch Hybrid Software as new releases become available. You will implement and maintain appropriate technical and organizational measures designed to protect the Hybrid Software against accidental loss, destruction or alteration, unauthorized access, or unlawful destruction.

6. Support and Maintenance

The Cloud Service and Software include basic online support and phone support. Support will be provided by Cisco, except for Webex Calling for SP, HCS, and Unified Communication Manager Cloud for Government in which case support will be provided by Your third-party service provider. When support is provided by Cisco, Cisco will respond as set forth in the table below and may require information from You to resolve service issues. You agree to provide the information requested and understand that a delay in providing the information to Cisco may delay resolution and response time.

Online Support allows access for support and troubleshooting via online tools, email, and web case submission only. No telephone access is provided. Case severity or escalation guidelines are not applicable. Phone Support provides Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist by telephone, or web case submission and online tools with use and troubleshooting issues.

You will also have access to Cisco.com, which provides helpful technical and general information about Cisco products, as well as access to Cisco's on-line knowledge base and forums. Please note that access restrictions identified by Cisco from time to time may apply.

For Software, Cisco will provide (i) work-around solutions or patches to reported problems and (ii) major, minor, and maintenance releases of the licensed Software version, which can be accessed on Cisco Software Central. You may be required to update to the latest Software release to correct a reported Software problem.

The below table outlines Cisco's response objectives for submitted cases based on case severity. Cisco may adjust assigned case severity to align with the Severity definitions below.

Software Support Service	Technical Support Coverage	Response Time Objective for Case Severity 1 or 2	Response Time Objective for Case Severity 3 or 4
Basic with Phone Support	24x7 via Phone & Web	Response within 1 hour	Response within next Business Day
Basic with Online Support	Web	Response to all cases within next Business Day during Standard Business Hours	

The following definitions apply to this Section 6:

"Response Time" means the time between case submission in the case management system to support engineer contact.

"Severity 1" means the Cloud Service or Software is unavailable or down or there is a critical impact to a significant impact to Your business operation. You and Cisco both will commit full-time resources to resolve the situation.

"Severity 2" means the Cloud Service or Software is degraded or significant aspects of Your business operation are negatively impacted by unacceptable software performance. You and Cisco both will commit full-time resources during Standard Business Hours to resolve the situation.

"Severity 3" means the Cloud Service or Software is impaired, although most business operations remain functional. You and Cisco both are willing to commit resources during Standard Business Hours to resolve the situation.

"Severity 4" means minor intermittent functionality or performance issue, or information is required on the Cloud Service or Software. There is little or no impact to Your business operation. You and Cisco both are willing to provide resources during Standard Business Hours to provide assistance or information as requested.

"Business Day" means the generally accepted days of operation per week within the relevant region where the support will be performed, excluding local holidays as observed by Cisco.

"Local Time" means Central European Time for support provided in Europe, Middle East and Africa, Australia's Eastern Standard Time for support provided in Australia, Japan's Standard Time for support provided in Japan, and Pacific Standard Time for support provided in all other locations.

“Standard Business Hours” means 8am to 5pm Local Time (relative to the location of the Cisco TAC) on Business Days.



Exhibit A: Offer Description Supplement for Education Users

1. Supplemental Terms and Conditions

The following paragraphs are in addition to what is in Section 5 of the Offer Description:

2. Education Users

Cisco Collaboration Flex Plan for Education is intended for use by public or private institutions considered a school, college, university, or other education provider, under applicable law, regulation, or other government policy ("**Education User**").

3. Obligations with Respect to Minor Children

As between You and Cisco: Education User is solely responsible for providing notices to and obtaining appropriate consents from parents and guardians of Minor Children for the collection, use, and processing of Personal Information by Education User and Cisco in connection with the delivery of the Cisco Technology; Education User will provide such notices and obtain such consents before any collection, use, or other processing of Personal Information of Minor Children, and upon reasonable request will provide evidence of such notices and consents to Cisco in a timely manner; and Education User will provide parents and guardians with the ability to request access, correction, deletion, or suppression of the Personal Information collected from Minor Children.



Exhibit B: Offer Description Supplement for Public Sector or Collaboration Flex Plan for FedRAMP

1. Supplemental License Model Terms

Under the Active User licensing model, Your order must reflect the greater of the following number of Active Users: (a) 40 Active Users; (b) 10% of Your Employees; or (c) if You are migrating from an existing subscription, the number of Active Users on the order associated with Your existing subscription. After Your initial subscription year, Your minimum payment obligation will be the greater of the following number of Active Users: (a) 40 Active Users; (b) 10% of Your Employees; or (c) Your Average Active Users. “Average Active Users” means the average number of Active Users per month in months nine (9), ten (10), and eleven (11) of Your previous subscription year.

2. Supplemental Terms and Conditions

The following paragraphs are in addition to what is in Section 5 of the Offer Description:

2.1 FedRAMP-Authorized Cloud Services

Both Webex Meetings FedRAMP-Authorized and Unified Communication Manager Cloud for Government, have been certified by the Federal Risk and Authorization Management Program (“FedRAMP”). Personal Data processed in connection with Your Use of these Cloud Services is stored in the United States and not subject to international data transfers. If You have access to federal information, it is Your responsibility to ensure that such information is restricted to a FedRAMP-authorized environment and not accessed in connection with the Cloud Services that are not FedRAMP-authorized. In addition, if You authorize Your Cisco Partner to access certain applications and exercise privileged operator rights on your behalf (e.g., the right to configure and manage Your organizations’ use of the Cloud Services in Your Control Hub), You hereby authorize Cisco to grant Your Cisco Partner such rights, and it is Your responsibility to ensure that Your Cisco Partner meets Your FedRAMP and other security requirements.

2.2 Disclaimer of Cisco’s Liability Related to PSTN Traffic

When connecting to the Cloud Service from locations outside the United States, Cisco strongly recommends that You and Your meeting participants use integrated VoIP. You acknowledge that calls placed over PSTN are unencrypted and subject to local laws. If You use a PSTN connection and suffer harm resulting from the lack of encryption, You are solely responsible, and Cisco disclaims all liability for any such harm.



Exhibit C: Offer Description Supplement for Webex Production Assist

Supplemental Description

The following paragraph is inserted at the end of Section 1.4. of the Offer Description:

The Webex Production Assist Services team provides services through an assigned Cisco resource to assist in the use of Cisco Technology to conduct Webex Meetings, Trainings, and Webex Webinars (formerly Webex Events). Cisco Production Assist Services may include Technical Monitoring Assist, Standard Assist, Premium Assist, Premium Plus Assist, Event Assist or Lifecycle Assist. Your personnel must be available during the course of the services. Each service is further described in the order and the confirmed reservation. Reservations are required. Requests for reservations are not confirmed until the Webex Production Assist Services team sends a written confirmation. Additional charges apply to add-on services. In the event of cancellation of a confirmed reservation by customer, cancellation fees may apply. Your payment obligation is based on actual usage by Employees together with any applicable cancellation fees.



Exhibit D: Cisco Calling Offers Supplement

This Supplement covers all uses of Cisco VoIP services, including the use of any device, system, network, or account in connection with Webex Calling, Cisco Calling Plans, Unified Communications Manager Cloud (UCM-C), and Unified Communications Manager Cloud for Government (UCM-G) (collectively, “Cisco Calling Offers”). It also covers the use of on-premises UCM.

1. PSTN Requirement & Disclaimer

To use Webex Calling, UCM-C, or UCM-G, You must purchase a public switched telephone network (“PSTN”) local, long-distance, emergency dialing, and direct-inward-dial service from either (1) a Cisco-approved third-party service provider or (2) Cisco as part of Cisco Calling Plans, to be combined with the Cisco Technology. When you purchase PSTN service from Cisco, the applicable Cisco Affiliate, including BroadSoft Adaption LLC in the United States and Canada, is the provider of the service.

2. Emergency Calling Policy

Emergency calling through Cisco Calling Offers operates differently than traditional emergency calling services. Cisco Calling Offers allow You to make or receive telephone calls over the Internet to or from the PSTN. Though Cisco Calling Offers are similar to traditional telephone services, the nature of voice-over-IP services creates unique limitations and circumstances for emergency calling.

When you deploy Webex Calling or UCM-C combined with PSTN, You must ensure the collection of an emergency response location for Your Users, for purposes of their emergency calls to national or state-designated emergency numbers, as required in Your jurisdiction. This includes if you obtain PSTN service from Cisco via Cisco Calling Plans.

If You obtain PSTN service from Cisco via Cisco Calling Plans, You are also responsible for informing Your Users of Cisco’s relevant policies (located in this Exhibit) and of the need to update their emergency response location if the User’s location changes or the User relocates the equipment used to access the Cisco-provided PSTN service. Please note that Cisco’s [Numbering Policy](#) applies to Cisco Calling Plans.

For Webex Calling users, text to emergency services (including 911 and 988) is not supported. Contact emergency services using another means.

2.1 Registered Location

Because a voice-over-IP call can be made anywhere a User has an Internet connection, the caller’s telephone number will not necessarily correspond with the caller’s physical location. All customers must therefore provide Cisco with a “Registered Location” for each User when Cisco Calling Offers service is set up. The “Registered Location” is the street address where the Users will be using the service.

If You or Your Users move the equipment to a new location, You or Your Users must immediately update the Registered Location with the new physical location of the device in Your Control Hub. If the Registered Location is not updated, any emergency calls made from the device may be sent to the wrong emergency response center and will transmit incorrect location information to emergency responders, delaying emergency assistance to Your Users. Customers with multiple Users are responsible for ensuring that an accurate and up-to-date Registered Location is maintained for each User, and that their Users are aware of how the Registered Location can be changed. There may be a delay in making the updated Registered Location available for routing and to emergency call centers.

You are responsible for notifying, and You agree to notify, any User or potential Users of Your VoIP services of the nature and limitations of emergency calls on the VoIP services described in this Policy.

2.2 Emergency Call Routing

Emergency calls will be handled differently than traditional phone service. When Your Users make an emergency call, Cisco and/or a third-party service provider will attempt to automatically route Your User’s call to the emergency call center corresponding to the Registered Location on Your or Your User’s account. If Your User’s call cannot be routed to the designated emergency call center, for example because Your User’s account does not contain a Registered Location, the call will be routed to a specialized call center, for which You may incur a fee. Your User may be required to provide a name, address, and telephone number to the specialized call center.

Cisco will attempt to automatically provide the emergency call center dispatcher or emergency service operator with the name, Registered Location and telephone number associated with Your or Your User’s account. It is possible that

the dispatcher receiving the call may not be able to capture or retain this information. Therefore, when making an emergency call, callers should always immediately inform the dispatcher of their location (or the location of the emergency, if different). If callers are unable to speak, the dispatcher may not be able to locate You if Your location information is not up to date.

Callers should remain on any emergency call until told to disconnect by the dispatcher, as the dispatcher may not have the caller's number or contact information. If a caller is inadvertently disconnected, the caller should call back immediately.

For technical reasons, including network congestion, it is possible that an emergency call will produce a busy signal or will take longer to connect when compared with traditional emergency calls.

2.3 Service Limitations

Emergency calling will not work in certain circumstances:

- if the equipment You or Your Users use to make voice-over-IP calls fails or is not configured correctly;
- if You or Your Users are experiencing a power outage or an outage, suspension, or disconnection of Your Internet service; and
- if Your service has been terminated or suspended.

If You or Your Users are not comfortable with the limitations of emergency calls made using Cisco services, Cisco recommends that You or Your Users consider an alternate means for accessing traditional emergency calling services.

2.4 Disclaimer

YOUR EMERGENCY RESPONSE LOCATION FOR PURPOSES OF EMERGENCY CALLS MAY BE LIMITED TO YOUR COMPANY ADDRESS. IT IS YOUR RESPONSIBILITY TO ADVISE YOUR AUTHORIZED USERS TO ALWAYS PROVIDE THEIR CURRENT LOCATION WHEN CALLING EMERGENCY SERVICES. IF YOUR BROADBAND CONNECTION, PSTN SERVICE, OR ELECTRICAL POWER FAILS OR IS TEMPORARILY SUSPENDED OR INTERRUPTED, OR ANY OTHER ISSUE INTERRUPTS YOUR NETWORK CONNECTIVITY, THE CISCO TECHNOLOGY (INCLUDING EMERGENCY CALLS) WILL ALSO FAIL. CISCO WILL NOT BE LIABLE FOR ANY CLAIMS ARISING FROM FAILURE OF YOUR NETWORK CONNECTIVITY.

The availability of certain features, such as transmission of an emergency response location or Your or Your User's telephone number, depends on factors outside of Cisco's control, including whether local emergency response centers support those features. Cisco disclaims all responsibility for the conduct of local emergency response centers, third parties engaged by You to facilitate emergency response location or other address updates, and all other third parties involved in the provision of emergency response services. As permitted by applicable law, You hereby release, discharge, and hold harmless Cisco (including its directors, officers, employees, contractors, licensors, and agents) from and against any liability relating to or arising from (1) any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency call, (2) Your inability to use a Cisco-provided PSTN service to contact emergency services, or (3) Your failure to make additional arrangements to access emergency services.

3. Authorized Use of Cisco Calling Plans

Cisco Calling Plans may be used only for lawful, proper, and appropriate purposes. You shall not use Cisco Calling Plans to engage in any of the following prohibited activities. Likewise, You shall ensure that Your Affiliates and Users do not use Cisco Calling Plans to engage in any of these activities. Additionally, You shall not authorize, assist, or enable any third party to use Cisco Calling Plans to engage in any prohibited activities including:

- Activity that is illegal or that promotes illegal activity or violence, including activity that is defamatory, harassing, threatening, abusive, libelous, malicious, deceptive, or fraudulent behavior
- Activity in connection or conjunction with any pornographic and/or adult entertainment industry purposes, regardless of whether such activity is lawfully permitted
- Misrepresentations as to identity or affiliation with any entity or organization
- Activity that threatens, exploits, or otherwise harms minors or that facilitates or supports human trafficking or terrorism

- Violating or infringing any intellectual property or proprietary rights of Cisco or others
- Unauthorized messages, advertising, or spam, including:
 - Posting multiple messages similar in content to Usenet or other newsgroups, listservs, forums, email mailing lists or other similar groups or lists
 - High volume use (e.g., customer service numbers) or contact center deployments
 - Conducting or forwarding surveys, contests, pyramid schemes, charity requests, or chain letters
 - Relaying email in an anonymous fashion or forging any TCP-IP packet header
 - Mailbombing, flooding, overloading, attacking, or otherwise interfering with a system or network
 - Sending unsolicited calls, messaging, or e-mailings (including without limitation, commercial advertising, and informational announcements) if such unsolicited activities could reasonably be expected to or do in fact provoke complaints
 - Harvesting, collecting, or gathering user data without consent
 - Activity that is harmful or disruptive to Cisco Calling Plans
 - Attempting to circumvent restrictions on access, usage, or security of Cisco Calling Plans
 - Bulk call-in lines and auto-dialing or “predictive” dialing
 - Repetitive and/or continuous messaging or calling to the same destination or number if such activity could reasonably be expected to or in fact does provoke complaints
 - Long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24-hour period) and/or calls placed to specific numbers/destinations for the purpose of generating charges or fees for or with a third party or any other calling activity that could be construed as traffic pumping or access stimulation
 - Use of call services in a manner that does not consist of uninterrupted live human voice dialog by and between natural human beings
 - Selling, reselling, subleasing, assigning, licensing, or sublicensing Cisco Calling Plans or any component thereof or using or offering the same on a service-bureau or time-sharing basis
 - Using Cisco Calling Plans in any manner that violates industry standards or any third-party policies (including, without limitation, all of the applicable guidelines published by the CTIA (Cellular Telecommunications Industry Association), the Mobile Marketing Association, NENA (National Emergency Number Association), or any other applicable accepted industry associations, carrier guidelines or other similar or analogous industry standards, third party policies or requirements in any jurisdiction)
- Without permission from the owner of a system or network, doing any of the following:
 - accessing the system or network,
 - monitoring data or traffic,
 - probing, scanning, and/or testing firewalls,
 - testing the vulnerability of a system or network, or
 - breaching or bypassing any security or authentication routines of a system or network
- Operating a server in connection with the Services in an “open relay” configuration (a configuration whereby a mail server processes email messages where neither the sender nor the recipient is a local user)
- Use of an open telephone line as a monitoring, intercom, or similar service.

4. Supplemental Country-Specific Terms

In certain countries, additional supplemental terms apply to Your Cisco Calling Plans. Those terms may be found here: <http://cs.co/callingplansterms>.

5. Authorized Use of Business Texting

To the extent Cisco makes business texting available to Users, they may only use business texting to send person-to-person texts to their contacts. You shall not use business texting to engage in any of the following prohibited activities. Likewise, You shall ensure that Your Affiliates and Users do not use business texting to engage in any of these activities. Additionally, You shall not authorize, assist, or enable any third party to use business texting to engage in any prohibited activities including:

- Outgoing/outbound automated messaging, bot messaging, chatbots or any kind of high volume SMS/texts
- Sending more than 10 texts per minute per User
- A2P, or application-to-person messaging
- Sending unsolicited texts
- Posting multiple texts similar in content to Usenet or other newsgroups, listservs, forums, email mailing lists or other similar groups or lists
- Unauthorized texts or phishing text messages

6. UCM Software

UCM is solely for Your use. If You host UCM in a third-party data center, then You must hold legal title to all necessary hardware and related infrastructure required to run UCM, and a valid license to the software. A third-party cannot host UCM and deliver it as a partner-hosted or similar service without Cisco's written permission. Please contact Cisco or Your Cisco Partner to get this permission.



Exhibit E: Offer Description Supplement for Real Time Translation – Active User

The following term is in addition to what is in Section 5 of the Offer Description:

Real time translation (RTT) is an add-on service for Webex Meetings and/or Webinars. RTT Active User (RTT AU) offers customers an Active User licensing model for consumption of RTT services. Under this model, Cisco may conduct a True Forward for customers who purchase RTT AU. The “True Forward” operates as follows:

- If the peak number of RTT Active Users exceeds five times (5X) Your initial RTT Active User Minimum at any time, then Your RTT Active User Minimum is subject to an immediate reset such that it would equal the actual number of peak RTT Active Users.
- Each year on the anniversary of the Delivery Date, Cisco will measure Your Average Active Users. If Your Average Active Users is found to be greater than Your AU Minimum, Your AU Minimum will be increased, and You will owe incremental True Forward fees for these additional Active Users for the remainder of the Usage Term.
- Billing reconciliation may occur at any time after Your AU minimum is increased as a result of the True Forward calculation.
- A True Forward will never result in a reduction of Your Active User count.



INVOICE

Acct #: 18004
#INVUS186344

Accounts Payable
Sacramento City Unif Sch Dist
5735 47Th Ave
Sacramento CA 95824

Start Date: 7/1/2023
Due Date: 7/31/2023

PAYMENT INFORMATION

Please send checks to:

Frontline Technologies Group LLC
PO Box 780577
Philadelphia, PA 19178-0577

To make payment via ACH/EFT:

Bank Name: Wells Fargo, N.A.
Account Name: Frontline Technologies Group LLC
ABA/Routing #: 121000248
Account #: 4121566533
Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to Billing@FrontlineEd.com.

You can find a copy of our W9 at <http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf>.

Qty	Description	Start	End	End User	Rate	Amount
1	Business Solutions	7/1/2023	6/30/2024	18004 Sacramento City Unified S D	\$573,825.92	\$573,825.92

Your timely payment is important to maintain a continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. Therefore, we are unable to address questions based on PO#. If information is needed about your PO#, please contact your organization's financial department.

SUBTOTAL \$573,825.92

TOTAL DUE \$573,825.92
by 7/31/2023

\$ 573,825.92
R24-01248



Contract Proposal for Sac City Unified School District

Prepared for:

Rose Ramos Sac City Unified School District

Created by:

ATvantage Athletic Training

PROPOSAL DETAILS

All estimates are written with the Client's requests in mind, however, may include additional hours in an attempt to reach a round number or minimum purchase agreement. All estimates are "up to" amounts, with the client only being charged for hours used, not necessarily those estimated in the agreement.

ATvantage attempts to include all necessary hours in a single proposal to be more efficient and decrease workload on both parties in avoidance of re-writing for an additional hours. Client should attempt to include as many dates/ events as possible in the single proposal, potentially estimating higher, knowing all the hours may not be used.

ATvantage requests at least 2 weeks notice of all events or coverage needs. If this proposal is being agreed upon within a two week window, the possibility of securing coverage is reduced, unless otherwise stated.

Name	Rate	Total Hours	Subtotal
<input checked="" type="checkbox"/> Basic Coverage - 2 Year Package Year 1 - 900 hours x 6 schools = 5,400 hours 1 AT, avg of 20-22 hrs/week for 43 weeks Year 2 - 1,100 hours x 6 schools = 6,600 1 AT, avg of 25-27 hrs/week for 43 weeks Year 2 Cost - \$429,000	\$65.00	5400	\$351,000.00

Total \$351,000.00

ATvantage Agreement

This ATvantage Agreement (the "Agreement") is made on May 5, 2022 (the "Effective Date") by and between Sac City Unified School District (the "Principal"), and ATvantage LLC, a limited liability company (the "Agent" or "ATvantage") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Principal wishes to appoint the Agent as its agent who is uniquely qualified and experienced to furnish independently contracted certified athletic trainers (each an "Athletic Trainer" or "AT"); and

WHEREAS, the Agent agrees to accept such appointment on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and representations contained in this Agreement, the Parties hereby agree as follows:

1. PURPOSE; APPOINTMENT.

The Principal hereby appoints the Agent as its agent for the purpose of assigning of an independent contractor certified athletic trainer for the Principal. Responsibilities as they may relate to sports medicine practices, specifically the prevention, evaluation, intervention, and/ or treatment of athletic injuries hereto (the "Duties") in such a manner as the Principal may hereafter instruct. The Agent hereby accepts the appointment and agrees to perform the Duties and act as the Principal's agent in accordance with the terms and conditions of this Agreement.

2. TERM.

This Agreement shall become effective as of May 5, 2022 and, unless otherwise terminated in accordance with the provisions of Section 10 of this Agreement, shall be for one year, and automatically renew for successive one (1) year periods thereafter, unless either Party gives written notice pursuant to Section 10 that the Agreement is to terminate (the "Term"); provided, however, that in no event shall this Agreement remain effective for longer than three (3) years.

As used in this Agreement, the word "Term" shall mean the full term of the Agreement, as it may be extended pursuant to this Section 2 or otherwise.

3. RESPONSIBILITIES; SCOPE OF AUTHORITY.

The Agent shall not represent itself as having any powers except those specified in this Agreement. Without limiting the foregoing, the Agent shall not have authority to provide contract services for any personnel outside of certified athletic trainers contracted with Agent; or otherwise obligate the Principal in any way except as stated in this Agreement or otherwise specifically authorized in writing by the Principal.

4. TERRITORY.

The Territory of the Agent shall not be limited.

5. COMPENSATION.

The total value for the Services pursuant to this contract shall not exceed \$351,000.00 unless otherwise agreed to by both parties. A deposit of 10% of the total contract amount is due within 14 days of contract signing and will serve as the first installment. Invoices each month thereafter, shall be broken into even installments based on the total remaining contract amount. Payment is due within 14 days after invoice is sent.

6. TAXES.

(a) Agent solely responsible for taxes. The Agent acknowledges that the Agent is not the Principal's employee and that the Agent is solely responsible for reporting and paying any tax or other cost assessed on the basis of the Principal's payment of compensation to the Agent under this Agreement.

(b) Principal will not withhold taxes. The Agent acknowledges and agrees that the Principal will not withhold any amount of compensation for the Agent's taxes, including but not limited to income tax, social security and Medicare tax, workers' compensation taxes or costs, unemployment compensation taxes or costs, or any other tax, cost, fee, or charge related to the Agent's compensation for services under this Agreement.

7. EXPENSES.

Subject to the Principal's prior approval, the Principal shall reimburse the Agent for expenses incurred by the Agent. Expense are to be approved on case by case basis, specifically in regard to Kit Fee (medical fee) or Ice Fee listed in Exhibit B or mileage reimbursement, as needed.

8. RECORDS.

During the Term and for a period of three (3) years thereafter, the Agent shall maintain complete and accurate books and records with respect to the performance of its Duties hereunder, which books and records shall include (but not be limited to) copies of orders and confirmations thereof, invoices, invoice approvals, supporting documentation, shipping and payment records, and injury report documentation. The Principal shall have the right to inspect and/or obtain copies of the Agent's books and records with respect to the Agent's Duties or the performance thereof under this Agreement, upon reasonable prior written notice to Agent.

Site Athletic Trainer will furnish proof of hours used after as requested by their Athletic Director and/ or Site Administrator.

9. DISCLOSURE OF STUDENT INFORMATION

The Agent is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Agent shall direct participants, and coaches providing supervision with the Agent as part of the Program, to comply with the policies and procedures of the Agent, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the participants' and coaches' role in relation to the use and disclosure of Agent's protected health information, the participants and coaches are defined as members of the Agent's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the participants and coaches are not and shall not be considered to be employees of the Agent. The Principal will never access or request to access any Protected Health Information held or collected by or on behalf of the Agent by a participant or coach who is acting as part of the facility's workforce

10. INSURANCE.

The Agent must maintain general liability, professional liability, errors and omissions insurance in amounts of \$1 million/ incident, \$3 million aggregate. The Agent must provide the Principal with proof of insurance on the Principal's request and must immediately notify the Principal in writing if the Agent's insurance terminates, is cancelled, suspended, or changes materially, including but not limited to a change in the amount of insurance.

The Principal must maintain general liability, professional liability, errors and omissions insurance or bonds in amounts of \$1 million/ incident, \$3 million in the aggregate. The Principal must provide the Agent with proof of insurance on the Agent's request and must immediately notify the Agent in writing if the Principal's insurance terminates, is cancelled, suspended, or changes materially, including but not limited to a change in the amount of insurance.

The independent contractor athletic trainer will undergo Live Scan fingerprinting and/ or TB testing prior to reporting to the contract site and results will be transmitted to the district, if required, at the sole expense of the Principal.

11. TERMINATION.

This Agreement may be terminated:

1. By either Party on provision of thirty (30) days written notice to the other Party, with or without cause.
2. By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within thirty (30) days of receipt of written notice thereof.
3. By the Principal at any time and without prior notice, if the Agent is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Principal, or is guilty of serious misconduct in connection with performance under this Agreement.
4. By the Agent at any time and without prior notice, if the Principal (or the Principal's representatives) is/are convicted of any crime or offense, fails or refuses to comply with any applicable laws, rules, regulations or policies, or is guilty of serious misconduct in connection with performance under this Agreement.

Following the notice of termination of this Agreement for any reason, the Principal shall promptly pay the Agent according to the terms for its performance of Duties before the effective date of the termination.

12. AMENDMENTS.

This Agreement may be amended only with the unanimous written consent of both Parties.

13. PARTIES' REPRESENTATIONS AND WARRANTIES.

The Parties hereby represent and warrant that:

1. Authority. Each Party is a legally existing entity with the authority to enter into this Agreement.
2. Compliance with Law. Each Party warrants that it has complied and will comply fully with all applicable laws, regulations, statutes, and ordinances.

14. INDEMNIFICATION.

Each Party will indemnify, hold harmless, and defend the other Party from and against any and all claims, litigations, losses, liabilities, costs, and other expenses incurred as a result of a material breach of the terms of this Agreement, or any act, error, or omission of the other Party.

15. USE OF TRADEMARKS.

Each Party grants the other Party a non-exclusive, limited license to use each other's name and logo with respect to promotion of the business relationship between the Parties. For example, Agent may use Principal's name and logo in its promotional material that it may present to other clients or potential clients, and Principal may use Agent's name and logo in any of its own material that it presents to parents, other students/participants.

The Parties recognize the right, title, and interest in and to all service marks, trademarks, and trade names used by the Parties and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the Parties right, title, and interest therein, nor shall the Parties cause diminishment of the value of said trademarks or trade names through any act or representation. The Parties shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise.

16. RELATIONSHIP OF PARTIES.

The Agent is an independent contractor and is not an employee or partner of the Principal.

17. ASSIGNMENT.

Neither Party may assign this Agreement or any interest herein without the other Party's express prior written consent.

18. SUCCESSORS AND ASSIGNS

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties

19. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

20. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Principal: Sac City Unified School District 5735 47th Ave Sacramento, CA 95824

If to the Agent: ATvantage Athletic Training 500 N Estrella Parkway St. B2 #475 Goodyear, AZ 85338

21. GOVERNING LAW; VENUE; ATTORNEY'S FEES.

This Agreement shall be governed by the laws of the state of Arizona, without regard to its conflicts of law provisions. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in

addition to any other relief to which the prevailing Party may be entitled. Venue for any cause of action arising will be in Maricopa County, Arizona.

22. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

23. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, (i) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision and (ii) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect.

24. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning its subject matter and supersedes all prior discussions, agreements, and representations, whether oral or written, and whether or not executed by either Party. No modification, amendment, or other change may be made to this Agreement unless reduced to writing and executed by authorized representatives of both Parties.

25. HEADINGS.

The headings of sections in this Agreement are provided for convenience of reference only and are not intended to be a part of or affect the meaning or interpretation of this Agreement or any section.

26. ARBITRATION

The Parties agree that any dispute or controversy arising out of this Agreement shall be settled by Arbitration to be held in the state of Arizona, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the Parties. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The Parties shall each pay one-half of the costs and expenses of such arbitration, and the non-prevailing Party shall pay all of the prevailing Party's reasonable counsel fees and expenses.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

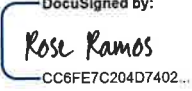

Principal	Agent
<p>Sac City Unified School District Name: Rose Ramos Title: Chief Business Officer Date: May 5, 2022</p> <p></p>	<p>ATvantage LLC Name: Alisha M Pennington Title: Owner/Operator Date: May 5, 2022</p> <p></p>

Exhibit A

Duties & Specifications

Scope of Work

ATvantage sources, interviews, places, and maintains the status of the athletic trainer throughout the length of the contract. We work alongside each individual site to understand their unique needs & desires for an athletic trainer, while educating them on necessary understandings in anticipation for their new staff member.

Athletic trainer are defined by the National Athletic Trainers' Association as "highly qualified, multi-skilled health care professionals who collaborate with physicians to provide preventative services, emergency care, clinical diagnosis, therapeutic intervention and rehabilitation of injuries and medical conditions. Athletic trainers work under the direction of a physician as prescribed by state licensure statutes." Any athletic trainer staffed by ATvantage will work within their scope of practice, as deemed by the Board of Certification, their level of professional training, and the state practice act, where applicable.

Agent Responsibilities:

- ATvantage will conduct a DOJ 7 year background check on all contracted Athletic Trainers prior to being scheduled for coverage. Livescan and/or TB testing can be accommodated, when requested, and will be the sole expense of the Principal.
- ATvantage requires that all contracted Athletic Trainers to have active professional liability (E&O) insurance as well as certifications for CPR, AED, and First Aid.
- ATvantage requires that all contracted Athletic Trainers to be certified and in good standing with the Board of Certification, as well as licensed or registered, where applicable.
- ATvantage carries professional liability insurance for contracted Athletic Trainers and company for entire duration of contract.
- ATvantage reasonably endeavors to provide a single Athletic Trainer at each site contracted, unless otherwise stated. In the event an Athletic Trainer becomes unavailable, for whatever reason, ATvantage will work to provide a substitute and/or alternative permanent replacement as quickly as possible.
 1. ATvantage will provide up to 3 candidates for the Principal to interview at their individual sites. We anticipate prompt feedback, which will be used in the selection of the Athletic Trainer to be placed at that site.
 2. Unless otherwise stated, ATvantage will endeavor to keep the current Athletic Trainer at their respective site year after year within a contract with the Principal.
- ATvantage will provide the Principal with a copy of an Emergency Action Plan within 4 weeks of placement of the Athletic Trainer, at the Principal's written request.
- ATvantage will provide monthly hours usage updates to Athletic Trainers and seasonal (every 3-4 months) updates on hours usage to the Principal or designated site personnel. Hours usage can be requested at any time in between those increments.
- For newly established positions or Athletic Trainers:
 1. Send satisfaction surveys around 4, 8, and 12 week mark, seeking feedback and understanding from the site on their satisfaction with the placement of their Athletic Trainer.
 2. Arrange for a mid-year site visit on campus to meet with administration of the site and the Athletic Trainer to understand how things are going.
- ATvantage will send an end of the year survey to all sites in the hopes of collecting information regarding how things went for the year and how they could be improved moving forward.
- ATvantage currently utilizes InjureFree, an electronic injury documentation and management software. The software is HIPAA and FERPA compliant and fully customized to ATvantage's needs. ATvantage may use any injury documentation and management software, so long as it complies with HIPAA and FERPA.
 1. Included features are: unlimited injury reports, single authorized user (Athletic Trainer), ability to send custom & confidential injury reports. Advanced features can include: return to play/ learn clearance, increased visibility to other users (coaches, admin, parents, physicians, etc) and custom forms. These features can be purchased through an exclusive offering from InjureFree to ATvantage customers, but are not included in the contract.

2. InjureFree does not collect contact information for any students/ participants. Only first & last name is required, the primary purpose is for management of injury report documentation.
3. As a result of this partnership, all contracts require 1 hour/ week to be allocated towards injury documentation within the software for decreased liability & ability to gauge "return on investment" at the end of contracts.

Athletic Trainer Responsibilities:

- Athletic Trainer will be responsible for own transportation to and from site, unless otherwise noted or requested by the Principal.
- Athletic Trainer will be available during all hours as outlined in this proposal.
- Athletic Trainer will provide care for all athletes equally.
- Athletic Trainer will work within their scope of practice, professional level of training, and/ or state practice acts, where applicable.
- Athletic Trainer will work directly with the designated site personnel (Athletic Director) to set up daily, weekly, monthly and/or seasonal schedule. It is the responsibility of both the designated site personnel and the Athletic Trainer to schedule out their hours appropriately.
- Reasonable additional duties. as deemed necessary by the Principal, especially as they relate to responses on Checklist.

Principal Responsibilities:

- Ensure that Consent to Treat is signed and received from all parents/ guardians of minors for the Athletic Trainer to administer ongoing care.
- If participants are minors, proof of Consent to Treat must be provided to ATvantage prior to scheduling of services. ATvantage reserves the right to review and request further information if the form provided does not meet HIPAA, FERPA, or legal language standards.
- Facilitate communication between ATvantage and designated personnel at each individual site, including but not limited to Athletic Director name & contact information as well as an administrator (principal or VP) with name and contact information.
 1. In the event these designated personnel cannot be reached, especially as it may pertain to summertime in anticipation of the placement of the Athletic Trainer, the District or Principal will be notified. If continued lack of communication occurs, ATvantage will move on to the placement of that athletic trainer at an alternative site until communication can be established.
 2. Principal should respond to correspondence from ATvantage in a timely manner (within 72 hours), especially as it pertains to the placement of an Athletic Trainer, the acquisition of supplies or equipment, and any conflict resolution concerns.
- Provide support of ATvantage contracted Athletic Trainers and staff with a healthy work environment. Including but not limited to:
 1. Acknowledgment of the Athletic Trainer as an allied healthcare professional. Does not bully, intimidate, or threaten the Athletic Trainer especially as it may relate to their healthcare practices or decision making regarding injuries and/or concussion.
 2. A permanent designated workspace or location for the Athletic Trainer that is protected from the elements (ideally indoor), where all athletes (both genders) can access them, space for taping, evaluation, or rehabilitation and that has a locking door for both supplies within a cabinet and/or the primary access door. Athletic Trainer should be provided keys to this space and access to the room should be limited to designated personnel only.
 1. Though not required, this space would also have access to running water (for washing hands in between patient visits), cooled and/or heated air for care of illness, and close proximity to an ice machine.
 2. Space should have access to internet for the Athletic Trainer to utilize for record keeping and injury documentation. The Principal may provide access to a computer within this space, at their convenience.
 3. Overall condition of the space should be considered in relation to its use as a healthcare facility, meeting the requirements of OSHA standards, ADA requirements, sanitation, and general facility management. (Athletic Training professional recommendations on facility management can be found here.)
- Protection of their professional opinion, especially in how it may relate to communication with coaches or parents. The Athletic Director may be called upon to act as a mediator between coaches or parents in relation to healthcare decisions on behalf of the

Athletic Trainer.

- 1. Ongoing communication with the athletic trainer, especially as it pertains to the creation or editing of a schedule, the acquisition of supplies or equipment, injury reports & updates, or other pertinent information.
- Establish a supplies budget for necessary items and materials to be purchased for the Athletic Trainer to work effectively. Budget for supplies to be identified prior to placement of Athletic Trainer and supplies order to be made within 2 weeks of placement of Athletic Trainer at a site.
 - 1. Athletic Trainer and ATvantage can provide recommendations on supplies needed and purchasing options, as needed. Purchases should be made as soon as possible, especially in the event that a site doesn't already have supplies or the Athletic Trainer is going without.
 - 1. Every effort will be made to work alongside the Principal to establish a budget that allows for necessary supplies while respecting the monies allotted. In the event an Athletic Trainer or ATvantage has not been notified of the supplies budget or intention to purchase supplies, communication to the Principal or district will be made. If no response is received, supplies will be purchased by ATvantage and the Principal will have that amount deducted from their total contract in hours.
 - 2. Supplies to include but are not limited to a medical kit, first aid materials, emergency supplies such as splints, slings, or ACE bandages, and rehabilitation equipment, as needed.
 - 3. All sites must have a functioning ice machine, accessible to the athletic trainer daily.

Supplies Budget and Purchasing Information:

Do you have at least \$2500/site designated for supplies costs available to the athletic trainer?

Would you like for ATvantage to facilitate purchasing supplies (sending quotes out for bid, purchasing supplies, invoicing for costs):

If No, please indicate who will responsible for overseeing supplies purchase:

Accounting and/ or Purchasing Department Contact Information:

Is PO required to render services?

If Yes, complete Purchasing information.

Accounting Contact Name & Title

Purchasing Contact Name & Title

By signing below, the Parties agree to comply with all of the requirements contained in this Exhibit A.

Sac City Unified School District

DocuSigned by:
Rose Ramos
CC6FE7C204D7402...

Name: Rose Ramos
Title: Chief Business Officer
Date:

ATvantage LLC

Alisha M. Pennington

Name: Alisha M. Pennington
Title: Owner/Operator
Date: 06-14-2022

GMP BINDER

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

OAK RIDGE ELEMENTARY SCHOOL NEW CAMPUS – AMENDMENT 1

JULY 31, 2023

TABLE OF CONTENTS:

- 1) Cover Letter
- 2) GMP Estimate
 - a) Estimate Breakdown and Subcontractor Listing
 - b) General Conditions Breakdown
 - c) General Requirements Breakdown
- 3) Subcontractor Bid Documents
 - a) Bid Invitation List
 - b) Bid Invitation
 - c) Bid Form
 - d) Bid Exhibits
 - i) Project Labor Agreement
 - ii) Sample Project-Specific Subcontract Agreement
- 4) Subcontractor Bids & Bid Analysis Sheets
 - a) Site Work
 - b) Site Concrete
 - c) Rebar
 - d) Modular Elevator
- 5) Project Schedule
- 6) Site Logistics Plan
- 7) DVBE Good Faith Effort Documentation



August 21, 2023

Chris Ralston
Sacramento City Unified School District
425 1st Avenue
Sacramento, CA 95818

**RE: SCUSD Oak Ridge Elementary School New Campus – Amendment 1
GMP Cover Letter**

Chris:

We are pleased to present our Guaranteed Maximum Price (GMP) of **\$8,465,364** for Amendment 1 of the SCUSD Oak Ridge Elementary School New Campus project.

The GMP is based upon the work shown on the 100% CD DSA Approved Increment 1 plans and specifications dated May 26, 2023, Otto Construction Bid Addendum 1 dated June 16, 2023, and Otto Construction Bid Addendum 2 dated June 30, 2023. The proposed schedule for the Amendment 1 portion of work is 9/5/2023 through 3/24/2024.

The GMP consists of the following:

A. Direct Cost of Work, including General Requirements.....	6,626,083
B. General Conditions (\$73,840/mo).....	590,720
C. Fee (4.20%).....	278,295
D. Construction Contingency (3%).....	198,782
E. Owner Contingency (3%).....	198,782
F. Bonds (0.95%).....	74,980
G. Insurance.....	420,000
H. Preconstruction per RFP.....	72,120
I. Modular Elevator Preconstruction.....	5,600

Total GMP.....\$8,465,364

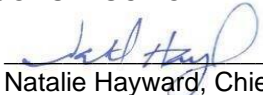
GMP Clarification:

This Amendment 1 GMP includes only the following scopes of work; site work as shown in Increment 1 project documents, site concrete and rebar as shown in Increment 1 project documents, modular elevator preconstruction, and surveying as shown in Increment 1 portion of work. All other scope of work is to be included in future GMP amendments.

The above GMP does not include all remaining scope of work not specified above.

Remaining Scope Budget.....47,037,139

Sincerely,
OTTO CONSTRUCTION

By: 
Natalie Hayward, Chief Estimator

1717 Second Street
Sacramento CA 95811
TEL 916.441.6870
FAX 916.441.6138

	A	B	C	G	K	L	M
80	26 05 26	Grounding & Bonding		see inc. 2	see electrical	see electrical	
81	26 05 29	Electrical Hangers		see inc. 2	see electrical	see electrical	
82	26 05 31	Conduit		see inc. 2	see electrical	see electrical	
83	26 05 33	Boxes		see inc. 2	see electrical	see electrical	
84	26 05 43	Underground Ducts & Structures		see inc. 2	see electrical	see electrical	
85	26 05 53	Electrical Identification		see inc. 2	see electrical	see electrical	
86	26 09 42	Digital Lighting		see inc. 2	see electrical	see electrical	
87	26 22 13	Dry Tape Transformers		see inc. 2	see electrical	see electrical	
88	26 24 13	Switchboards		see inc. 2	see electrical	see electrical	
89	26 24 16	Panelboards		see inc. 2	see electrical	see electrical	
90	26 27 26	Wiring Devices		see inc. 2	see electrical	see electrical	
91	26 27 36	Energy Information Systems		see inc. 2	see electrical	see electrical	
92	26 28 16	Overcurrent Protective Devices		see inc. 2	see electrical	see electrical	
93	26 28 19	Disconnect Switches		see inc. 2	see electrical	see electrical	
94	26 50 00	Lighting		see inc. 2	see electrical	see electrical	
95	27 00 00	Communication Basic Requirements		see inc. 2	see electrical	see electrical	
96	27 05 00	Common Work for Communications		see inc. 2	see electrical	see electrical	
97	27 10 00	Structure Cabling		see inc. 2	see electrical	see electrical	
98	27 21 00	Data Communication Network Equipment		see inc. 2	see electrical	see electrical	
99	27 41 00	Audio Visual		see inc. 2	see electrical	see electrical	
100	27 51 23-5	Education Intercom		see inc. 2	see electrical	see electrical	
101	28 10 00	Access Control		see inc. 2	see electrical	see electrical	
102	28 20 00	Video Surveillance		see inc. 2	see electrical	see electrical	
103	28 31 00	Intrusion Detection		see inc. 2	see electrical	see electrical	
104	28 46 00	Fire Detection Alarm		see inc. 2	see electrical	see electrical	
105		Photovoltaic System		see inc. 2	511,530	511,530	
106	31 00 00	Earthwork		5,171,385	see inc. 1	5,171,385	Bay Cities
107	31 13 16	Tree Protection		see inc. 2	15,000	15,000	
108	31 23 33	Trenching and Backfilling		see earthwork	see inc. 1	see inc. 1	
109	31 32 00	Soil Stabilization (lime)		see earthwork	see inc. 1	see inc. 1	
110	32 12 00	Asphalt Paving		see earthwork	see inc. 1	see inc. 1	
111	32 16 00	Site Concrete		1,053,231	581,876	1,635,107	Casey-Fogli
112	32 33 13	Site Bicycle Racks		see inc. 2	27,200	27,200	
113	32 80 00	Irrigation		see inc. 2	737,240	737,240	
114	33 00 00	Site Utilities		see earthwork	see inc. 1	see inc. 1	
115	33 40 00	Site Drainage		see earthwork	see inc. 1	see inc. 1	
116		Utility Locating		see inc. 2	45,000	45,000	
117		Fencing		see inc. 2	625,891	625,891	
118		Gates		see inc. 2	see fencing	see fencing	
119		Garden Boxes		see inc. 2	22,500	22,500	
120		Trellis		see inc. 2	31,980	31,980	
121		Site Furnishings		see inc. 2	75,000	75,000	
122		Monument Sign		see inc. 2	150,000	150,000	
123		Playground Surfacing		see inc. 2	170,875	170,875	
124		Athletic Equipment		see inc. 2	75,000	75,000	
125		Shade Structures		see inc. 2	467,100	467,100	
126		Striping & Signage		see inc. 2	40,000	40,000	
127		Off-Site Improvements - Placeholder		see inc. 2	1,000,000	1,000,000	
128							
129							
130		DIRECT CONSTRUCTION COST		6,626,083	40,739,157	47,365,240	
131							
132		GENERAL CONDITIONS (8 MONTHS)	\$73,840/mo	590,720	1,329,120	1,919,840	
133							
134		CONTRACTOR FEE	4.20%	278,295	1,711,045	1,989,340	
135							
136		CONSTRUCTION CONTINGENCY	3.00%	198,782	-	-	
137							
138		OWNER CONTINGENCY	3.00%	198,782	-	-	
139							
140		SUBTOTAL		7,892,663	43,779,321	51,274,420	
141							
142		BONDS	0.95%	74,980	415,904	487,107	
143							
144		SUBTOTAL		7,967,644	44,195,225	51,761,527	
145							
146		INSURANCE PER RFP		420,000	see increment 1	420,000	
147							
148		ESCALATION	6.00%	-	2,841,914	2,841,914	
149							
150		CONSTRUCTION TOTAL		8,387,644	47,037,139	55,023,441	
151							
152		PRECONSTRUCTION PER RFP		72,120	-	72,120	
153							
154		MODULAR ELEVATOR PRECONSTRUCTION		5,600	-	5,600	
155							
156		PRECONSTRUCTION TOTAL		77,720	-	77,720	
157							

	A	B	C	G	K	L	M
158		TOTAL		8,465,364	47,037,139	55,101,161	
159						1,033.79	/sf

Appendix C-3 - Allowable General Conditions Costs
Construction Phase Scope Detail
Oak Ridge New Construction & Modernization RFQ/P #0262-461

Project (On Site Jobsite Staff)		Direct Cost of the Work	LLB General Conditions	LLB Overhead and Profit	Paid by District	Total
1	Operations Manager		X			#REF!
	Sr. Project Manager		X			included
2	Project Manager		X			included
3	Project Superintendent		X			included
4	Project Engineer		X			included
5	Home Office Engineer		X			included
6	Scheduling Engineer (PE Intern)		X			included
7	Field Engineer		X			
8	Draftsman/Detailer		X			
9	Record Drawings		X			
10	Field Accountant		X			
11	Time Keeper/Checker		X			
12	Secretarial/Clerk Typist		X			
13	Independent Surveyor	X				
14	Safety & E.E.O. officer		X			included
15	Runner/Water Boy		X			
16	Vacation Time/Job Site Staff		X			
17	Sick Leave/Job Site Staff		X			
18	Bonuses/Job Site Staff			X		
19	Quality Control Program		X			included
20	Qualified SWPPP Practitioner (QSP)	X				
21	SWPPP Creation, Approval, Notifications	X				
						#REF!

Temporary Utilities		Direct Cost of the Work	LLB General Conditions	LLB Overhead and Profit	Paid by District	Total
1	Telephone Installation		X			included
2	Telephone Monthly Charges		X			included
3	Elect Power Installation	X				

4	Elect Power Distribution - Wiring/Spider boxes/Lighting for construction	X			
5	Elect Power Monthly Charges				X
6	Water Service for construction	X			
7	Heating & Cooling Costs for construction	X			
8	Light Bulbs & Misc. Supplies	X			
9	Clean-Up-Periodical	X			
10	Clean-Up-Final	X			
11	Dump Permits and Fees	X			
12	Recycling/Trash Dumpster Removal/Hauling	X			
13	Flagger/Traffic Control	X			
14	Dust Control	X			
15	Temporary Road and Maintenance if required	X			
16	Trash Chute & Hopper (if applicable)	X			
					-

Direct Job Costs		Direct Cost of the Work	LLB General Conditions	LLB Overhead and Profit	Paid by District	Total
1	Wages of Construction Labor	X				
2	Labor/Fringe Benefits & Burden	X				
3	Subcontractor Costs	X				
4	Material & Equipment/Included		X			
	a. Contractor Owned Equip, trucks		X			included
	b. Small Tools - Purchase		X			included
	c. Small Tools - Rental		X			
	Forklift		X			included
	Scissor Lift		X			included
5	Warranty Work & Coordination			X		
						-

Temporary Facilities		Direct Cost of the Work	LLB General Conditions	LLB Overhead and Profit	Paid by District	Total
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1	Office Trailer including separate 12' x 10' offices or equivalent usable square footage and open work space for IOR, CM and SM Project Engineer (offices an open workspace must include lockable doors, furniture (2 desks ea., 3 chairs ea., 1 file cabinet ea., etc.) and hardline business grade internet connection (hardline internet can be shared with GC).	X			
2	Storage Trailer & Tool Shed Rental	X			
3	Office Furniture/Equip/computers	X			
4	Xerox Copies/Misc Printing	X			
	Copier	X			
	Computers	X			
	Internet	X			
5	Postage/UPS/FedEx	X			
6	Project Photographs	X			
7	Temporary Toilets	X			
8	Project Sign	X			
9	Temporary Fencing with privacy fabric/Enclosures	X			
10	Covered Walkways if required	X			
11	Barricades	X			
12	Temporary Stairs	X			
13	Opening Protection	X			
14	Safety Railing & Nets	X			
15	Drinking Water/Cooler/Cup		X		included
16	Safety /First Aid Supplies		X		included
17	Fire Fighting Equipment		X		included
18	Security Guards	X			
19	Watchman Service	X			
20	Phone/fax lines, cell phones, WiFi		X		included
21	Temporary "Swing space" portables to house teachers and students as required for phasing			X	
22	Utility connections and civil work needed for temporary "swing space" portables as required for phasing	X			
					-

Miscellaneous Project Costs		Direct Cost of the Work	LLB General Conditions	LLB Overhead and Profit	Paid by District	Total
1	Payment & Performance Bonds	X				
2	Developer-provided insurance					
3	Printing - Drawings & Specs	X				
4	Initial Soil Investigation				X	
5	Testing and Inspection				X	
6	Maintenance After Occupancy				X	
7	Facility Operator/Training	X				
8	Fees				X	
						-

Hoisting		Direct Cost of the Work	LLB General Conditions	LLB Overhead and Profit	Paid by District	Total
1	Hoist & Tower Rental	X				
2	Hoist Landing & Fronts	X				
3	Hoist Operator	X				
4	Hoist Safety Inspection	X				
5	Hoist Material Skips/Hoppers	X				
6	Erect & Dismantle Hoists	X				
7	Crane Rental	X				
8	Crane Operators	X				
9	Crane Safety Inspections	X				
10	Erect & Dismantle Crane	X				
11	Fuel, Repairs, Maintenance	X				
12	Crane Raising/Jumping Costs	X				
13	Safety Inspections	X				
14	Forklift Rental	X				
15	Forklift Operator	X				
16	Forklift Safety Inspections	X				
17	Fuel, Repairs, Maintenance	X				
						-

Contractor's Main Office Staff		Direct Cost of the Work	LLB General Conditions	LLB Overhead and Profit	Paid by District	Total
1	Corporate Executives			X		
2	Principal in Charge			X		
3	Estimating Cost Engineering			X		
4	Value Engineering			X		
5	Scheduling			X		
6	Drafting and Detailing			X		
7	Purchasing & Contracts			X		
8	Accounting & Bookkeeping			X		
9	Safety & E.E.O. Officer			X		
10	Secretarial			X		
11	Clerk/Typist			X		
12	Computer/Data Processing			X		
13	Legal (General Services/Pertaining to Project)			X		
14	Travel & Subsistence			X		
15	Fringe Benefits & Burden			X		
16	Vacation Time/Main Office			X		
17	Bonuses/Main Office			X		
18	Total Direct Cost of Work General Requirements		\$			1,919,840

Cost per month: 73,840

Amendment 1 Value: 590,720

**Appendix C-3 - Allowable General Requirements Costs
Oak Ridge New Construction & Modernization RFQ/P #0262-461**

Project (On Site Jobsite Staff)		Direct Cost of the Work	LLB General Conditions	LLB Overhead and Profit	Paid by District	Total
1	Operations Manager		X			-
	Sr. Project Manager		X			-
2	Project Manager		X			-
3	Project Superintendent		X			-
4	Project Engineer		X			-
5	Home Office Engineer		X			-
6	Scheduling Engineer (PE Intern)		X			-
7	Field Engineer		X			-
8	Draftsman/Detailer		X			-
9	Record Drawings		X			-
10	Field Accountant		X			-
11	Time Keeper/Checker		X			-
12	Secretarial/Clerk Typist		X			-
13	Independent Surveyor	X				included
14	Safety & E.E.O. officer		X			-
15	Runner/Water Boy		X			-
16	Vacation Time/Job Site Staff		X			-
17	Sick Leave/Job Site Staff		X			-
18	Bonuses/Job Site Staff			X		-
19	Quality Control Program		X			-
20	Qualified SWPPP Practitioner (QSP)	X				included
21	SWPPP Creation, Approval, Notifications	X				included
					Subtotal	-

Temporary Utilities		Direct Cost of the Work	LLB General Conditions	LLB Overhead and Profit	Paid by District	Total
1	Telephone Installation		X			-
2	Telephone Monthly Charges		X			-
3	Elect Power Installation	X				included

4	Elect Power Distribution - Wiring/Spider boxes/Lighting for construction	X				included
5	Elect Power Monthly Charges				X	
6	Water Service for construction (non-metered hydrant)	X				included
7	Heating & Cooling Costs for construction	X				included
8	Light Bulbs & Misc. Supplies	X				included
9	Clean-Up-Periodical	X				included
10	Clean-Up-Final	X				included
11	Dump Permits and Fees	X				included
12	Recycling/Trash Dumpster Removal/Hauling	X				included
13	Flagger/Traffic Control	X				included
14	Dust Control	X				included
15	Temporary Road and Maintenance if required	X				included
16	Trash Chute & Hopper (if applicable)	X				
					Subtotal	-

Direct Job Costs		Direct Cost of the Work	LLB General Conditions	LLB Overhead and Profit	Paid by District	Total
1	Wages of Construction Labor	X				included
2	Labor/Fringe Benefits & Burden	X				included
3	Subcontractor Costs	X				included
4	Material & Equipment/Included		X			
	a. Contractor Owned Equip, trucks		X			
	b. Small Tools - Purchase		X			
	c. Small Tools - Rental		X			
	Forklift		X			
	Scissor Lift		X			
5	Warranty Work & Coordination			X		
					Subtotal	

Temporary Facilities	Direct Cost of the Work	LLB General Conditions	LLB Overhead and Profit	Paid by District	Total
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1	Office Trailer including separate 12' x 10' offices or equivalent usable square footage and open work space for IOR, CM and SM Project Engineer (offices an open workspace must include lockable doors, furniture (2 desks ea., 3 chairs ea., 1 file cabinet ea., etc.) and hardline business grade internet connection (hardline internet can be shared with GC).	X				included
2	Storage Trailer & Tool Shed Rental	X				included
3	Office Furniture/Equip/computers	X				included
4	Xerox Copies/Misc Printing	X				included
	Copier	X				included
	Computers	X				included
	Internet	X				included
5	Postage/UPS/FedEx	X				included
6	Project Photographs	X				included
7	Temporary Toilets	X				included
8	Project Sign	X				included
9	Temporary Fencing with privacy fabric/Enclosures	X				included
10	Covered Walkways if required	X				included
11	Barricades	X				included
12	Temporary Stairs	X				included
13	Opening Protection	X				included
14	Safety Railing & Nets	X				included
15	Drinking Water/Cooler/Cup		X			
16	Safety /First Aid Supplies		X			
17	Fire Fighting Equipment		X			
18	Security Guards	X				
19	Watchman Service	X				
20	Phone/fax lines, cell phones, WiFi		X			
21	Temporary "Swing space" portables to house teachers and students as required for phasing				X	
22	Utility connections and civil work needed for temporary "swing space" portables as required for phasing	X				
					Subtotal	-

Miscellaneous Project Costs		Direct Cost of the Work	LLB General Conditions	LLB Overhead and Profit	Paid by District	Total
1	Payment & Performance Bonds	X				included
2	Developer-provided insurance					
3	Printing - Drawings & Specs	X				included
4	Initial Soil Investigation				X	
5	Testing and Inspection				X	
6	Maintenance After Occupancy				X	
7	Facility Operator/Training	X				included
8	Fees				X	
					Subtotal	-

Hoisting		Direct Cost of the Work	LLB General Conditions	LLB Overhead and Profit	Paid by District	Total
1	Hoist & Tower Rental	X				
2	Hoist Landing & Fronts	X				
3	Hoist Operator	X				
4	Hoist Safety Inspection	X				included
5	Hoist Material Skips/Hoppers	X				
6	Erect & Dismantle Hoists	X				
7	Crane Rental	X				
8	Crane Operators	X				
9	Crane Safety Inspections	X				included
10	Erect & Dismantle Crane	X				
11	Fuel, Repairs, Maintenance	X				
12	Crane Raising/Jumping Costs	X				
13	Safety Inspections	X				included
14	Forklift Rental	X				included
15	Forklift Operator	X				included
16	Forklift Safety Inspections	X				included
17	Fuel, Repairs, Maintenance	X				included
					Subtotal	-

Contractor's Main Office Staff		Direct Cost of the Work	LLB General Conditions	LLB Overhead and Profit	Paid by District	Total
1	Corporate Executives			X		
2	Principal in Charge			X		
3	Estimating Cost Engineering			X		
4	Value Engineering			X		
5	Scheduling			X		
6	Drafting and Detailing			X		
7	Purchasing & Contracts			X		
8	Accounting & Bookkeeping			X		
9	Safety & E.E.O. Officer			X		
10	Secretarial			X		
11	Clerk/Typist			X		
12	Computer/Data Processing			X		
13	Legal (General Services/Pertaining to Project)			X		
14	Travel & Subsistence			X		
15	Fringe Benefits & Burden			X		
16	Vacation Time/Main Office			X		
17	Bonuses/Main Office			X		
18	Total Direct Cost of Work General Requirements		\$			1,176,947

Cost per month: 45,267

Amendment 1 Value: 362,138

Message Recipients by Group - 7/28/2023 12:40:01 PM

Project: SCUSD Oak Ridge Elementary School - Increment 1

Address: 4501 Martin Luther King Jr. Blvd

Trade	Project Status	Company	Contact	Phone	Cell	Email
02000 - SWPPP	ACCEPT	Stormwater Specialists	Mary Larsen	(916) 295-1812		bids@stormwaterspecialists.com
	ACCEPT	Thunder Mountain Enterprises Inc	Nicole Smiley	(916) 381-3400		nsmiley@tme1.com
	PENDING	BMP Solutions	Jeremy Hart	(916) 316-9244		jeremy@bmpca.com
	PENDING	SoCal Stormwater Runoff Solution Services Inc.	Mary	(310) 343-8313		mary@socialstormwatersolutions.com
02010 - Land Surveyors	PENDING	Thunder Mountain Enterprises Inc	Christopher Renteria	(916) 381-3400	(916) 508-7702	crenteria@tme1.com
	BID RECEIVED	BKF Engineers-Union	Estimating Department			estimating@bkf.com
	BID RECEIVED	MVE, Inc.-UNION	Estimating Department	(866) 526-4214		estimating@mve.net
	BID RECEIVED	MVE, Inc.-UNION	Steven Chambers	(209) 526-4214		schambers@mve.net
	BID RECEIVED	MVE, Inc.-UNION	Chris Kordazakis	(866) 526-4214	(209) 526-4214	chrisk@mve.net
	DECLINE	Epic Land Surveying Inc	Estimating Dept	(209) 845-2594		info@epicsurveying.com
	DECLINE	F3 & ASSOC.-Union	Bidding Department	(707) 748-4300		bidding@f3-inc.com
02110 - Excavation & Grading	DECLINE	MORROW SURVEYING	Matt	(916) 372-8124		matt@morrowssurveying.com
	BID RECEIVED	Bay Cities Paving & Grading, Inc.	Reza Golzar	(925) 687-6666		rgolzar@baycities.us
	BID RECEIVED	Duran & Venables	Gregg Fischer	(408) 934-7300		gregg@dvpave.com
	BID RECEIVED	Duran & Venables	Mark Petersen	(408) 934-7300	(408) 639-1901	mark@dvpave.com
	BID RECEIVED	DURAN & VENABLES	Mike Stogner	(408) 934-7300	(408) 639-1903	mikestogner@dvpave.com
	BID RECEIVED	MARTIN BROTHERS CONSTRUCTION	Connie Dennis	(916) 381-0911		estimating@martinbrothers.net
	BID RECEIVED	Martin Brothers Construction	Connie Dennis	(916) 381-0911		cdennis@martinbrothers.net
	BID RECEIVED	MCGUIRE AND HESTER	Ed Aldine	(510) 632-7676	(510) 760-2375	estimating@mcguireandhester.com
	BID RECEIVED	MCGUIRE AND HESTER	David Koerber	(916) 372-8910	(916) 919-0333	sacestimating@mcguireandhester.com
	BID RECEIVED	MCGUIRE AND HESTER	Sean Moss	(916) 372-8910	(916) 919-0375	smoss@mcguireandhester.com
	DECLINE	Dutch Contracting, Inc.	Nicholas Zwetsloot's	(916) 436-5422		nick@dutchcoinc.com
	DECLINE	Envoy Construction	Sean	(916) 476-5065		sean@envoyeng.com
	DECLINE	Envoy Construction	Matt Shebesta	(916) 476-5065		Matt@envoyeng.com
	DECLINE	Gabe Mendez, Inc.	Gabriel	(916) 663-3372		gmendezinc@sbcglobal.net
	DECLINE	Robert A. Bothman Construction	Ana Flores	(408) 279-2277		anaflores@bothman.com
DECLINE	Robert A. Bothman Construction	Estimating / Bid Invites	(408) 279-2277		estimating@bothman.com	
02410 - Site Underground Utilities	BID RECEIVED	Duran & Venables	Mark Petersen	(408) 934-7300	(408) 639-1901	mark@dvpave.com
	BID RECEIVED	MCGUIRE AND HESTER	David Koerber	(916) 372-8910	(916) 919-0333	sacestimating@mcguireandhester.com
	BID RECEIVED	Preston Pipelines, Inc.	Chad Hutchinson	(916) 386-1500	(209) 649-5982	chutchinson@prestonpipelines.com
	DECLINE	Mark III	Estimating			estimating@mark-three.com
	DECLINE	Marques General Engineering, Inc.	Estimating	(916) 923-3434		bids@mge-ca.com
	DECLINE	Pacific Coast General Engineering	Sammy Baugh	(925) 260-0361	(925) 260-0361	sammy@pcge.biz
	DECLINE	Robert A. Bothman Construction	Estimating / Bid Invites	(408) 279-2277		estimating@bothman.com
	DECLINE	Robert A. Bothman Construction	Ana Flores	(408) 279-2277		anaflores@bothman.com
	DECLINE	Sanco Pipelines	Sean McIntyre	(408) 377-2793		sean@sancoinc.com
	PENDING	F3 & ASSOC.-Union	Bidding Department	(707) 748-4300		bidding@f3-inc.com
02785 - Parking Lot Striping	BID RECEIVED	Compass Engineering Contractors, Inc.	Mike Moore	(510) 264-0225		m.moore@compassec.com
	PENDING	Centerline Striping Company, Inc.	Cory	(916) 686-8860		cory@centerlinestriping.com
	PENDING	Centerline Striping Company, Inc.	Spencer	(916) 686-8860		spencer@centerlinestriping.com
	PENDING	Chrisp Company	Brandon Chafey	(530) 406-2220	(510) 719-6452	bchafey@chrispco.com
	PENDING	Compass Engineering Contractors, Inc.	Michael Willing	(510) 264-0225	(510) 300-4667	mwilling@compassec.com
	PENDING	Sierra Traffic Markings, Inc.	Hunter Davis	(916) 774-9080	(916) 622-2923	hunter@sierratrafficmarkings.com

	PENDING	Sierra Traffic Markings, Inc.	Jason	(916) 652-9080	(916) 997-3405	jason@sierratrafficmarkings.com
	PENDING	Striping Graphics	Rudy Loomis	(707) 753-0812		rudyloomis@gmail.com
	PENDING	Striping Graphics	Jay	(707) 793-9425		jay@stripinggraphics.com
	PENDING	United Striping	Katie Ures	(209) 744-0144		roncoaster@sbcglobal.net
03200 - Concrete Reinforcement	BID RECEIVED	Associated Rebar Inc	Kris	(831) 758-1820		kris@associatedrebar.com
	BID RECEIVED	Associated Rebar Inc	JR	(831) 758-1820		jr@associatedrebar.com
	BID RECEIVED	Camblin Steel	Megan Villalobos	(916) 644-1300		megan.villalobos@camblinsteel.com
	BID RECEIVED	Camblin Steel Service, Inc.	Bill Camblin, Chief Estimator	(916) 644-1300		megan@camblinsteel.com
	DECLINE	CMC Rebar	Kevin Beebe	(559) 487-2006	(559) 487-2006	kevin.beebe@cmc.com
	DECLINE	CMC Rebar	Andy Wulff	(707) 759-1414	(707) 320-3353	andy.wulff@cmc.com
	DECLINE	J.J. Re-Bar Corporation	Brian Fong	(916) 381-4680		bfong@jjrebar.com
	DECLINE	J.J. Re-Bar Corporation	Joseph Skokan	(916) 381-4680		jmskokan@jjrebar.com
	DECLINE	Pacific Steel	Cathy Neville	(707) 202-6818		cneville@pacificsteelgroup.com
	DECLINE	Pacific Steel Group	Bianca Aranda	(707) 669-3132		b.aranda@pacificsteelgroup.com
	DECLINE	PACIFIC STEEL GROUP	Mark Oda	(707) 669-3120		m.oda@pacificsteelgroup.com
03300 - Concrete Construction	BID RECEIVED	Casey-Fogli Concrete	Andy Vasconi	(510) 239-9459		estimating@caseyfogli.com
	BID RECEIVED	Concrete North	ESTIMATING	(209) 745-7400		estimating@concretenorth.net
	DECLINE	Berkeley Cement Inc	Rick Kalb	(720) 250-7061		rick.kalb@bcconcrete.com
	DECLINE	Big B Construction, Inc	Brian Erickson	(209) 472-9809		brian@BIGB-INC.COM
	DECLINE	R & R Maher Construction Co., Inc.	Doug	(707) 552-0330		Doug@maherconcrete.com
	DECLINE	R & R Maher Construction Co., Inc.	Ken Scolavino	(707) 552-0330	(707) 978-3744	ken@maherconcrete.com
	DECLINE	Urata & Sons Concrete, LLC	Urata & Sons Concrete, LLC	(916) 638-5364	(916) 960-7463	ashleyr@urataconcrete.com
	DECLINE	West Valley Concrete	Bryan Valencia	(209) 236-7091	(209) 456-6538	bryan@wvcinc.com
NO GROUP	PENDING	ICS	Isaac White	(916) 333-5701	(916) 248-6508	isaac@icscm.com
	PENDING	Otto Construction	Maram Daood	(916) 441-6870	(916) 216-4697	mdaood@ottoconstruction.com

Maram Daood

From: Maram Daood <mdaood@ottoconstruction.com>
Sent: Wednesday, July 19, 2023 11:10 AM
To: Maram Daood
Subject: Invitation to Bid from Otto Construction for SCUSD Oak Ridge Elementary School - Increment 1



INVITATION TO BID

DATE: July 19, 2023

TO: Otto Construction
Maram Daood
mdaood@ottoconstruction.com

FROM: Maram Daood
mdaood@ottoconstruction.com
916-441-6870

Your company has been invited to bid on the following project.

PROJECT: SCUSD Oak Ridge Elementary School -
Increment 1
4501 Martin Luther King Jr. Blvd
Sacramento, CA 95820

DESCRIPTION: **This is the bidding phase for the Increment 1 drawings for the construction of the Oak Ridge Elementary School New Campus. Otto Construction is the Lease Lease-Back contractor on this project.**

SCHEDULE: 09/05/2023 - 07/16/2025

BID DATE: **07/07/2023 02:00 PM Pacific**

QUESTIONS DUE: 06/28/2023 2:00 PM PST

PRE BID:

06/22/2023 10:00 AM PST

4501 Martin Luther King Jr. Blvd, Sacramento, CA
95820

PREVAILING WAGE:

Yes

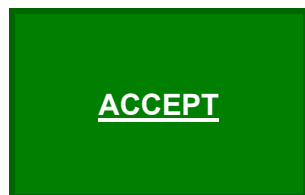
PROJECT LABOR AGREEMENT (PLA): Yes

To access plans, [CLICK HERE](#), or go to www.ottoplanroom.com and enter Access Key:
A9A9519DD7

Submit questions to **Maram Daood** at mdaood@ottoconstruction.com.

Submit Proposals via fax **916-441-6138** or email mdaood@ottoconstruction.com.

Otto Construction is signatory to the Carpenters, Laborers and Cement Masons.



Should you be interested in accessing other projects, please visit www.ottoplanroom.com

1717 2nd Street | | Sacramento, California | 95811
Office: 916-441-6870 | Fax: 916-441-6138
CSL #178809
www.ottoplanroom.com

Note: This message was sent from an Automated Project Messaging System. If you do not wish to receive these emails, please contact the Sender or visit <https://www.ottoplanroom.com/optout> to remove yourself from our system.



EXHIBIT 4 BID FORM

PROJECT Sacramento City Unified School District
Oak Ridge Elementary School

TRADE _____

GENERAL INFORMATION

Firm Name _____

Firm Address _____

Name of Contact Person _____

Telephone Number _____

Fax Number _____

E-mail _____

CA License # _____

DIR # _____

Union Affiliation _____

EXHIBIT 1 - PROJECT DOCUMENTS

Do you acknowledge and agree to the terms and conditions of the project documents provided?
(Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Drawings by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Specifications by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 2 100% DD by Nacht & Lewis Architects dated 2/24/23, Oak Ridge Elementary School Improvements Geotechnical Engineering Report by Terracon dated 2/13/23)

Yes No, If No attach exceptions

ACKNOWLEDGEMENT

Do you acknowledge and agree to the phasing and work specified in the "Otto's Notes to Bidding Subcontractor" called out on all Increment 1 drawing sheets in Exhibit 1?

Yes No, If No attach exceptions

EXHIBIT 2 - PRELIMINARY CPM SCHEDULE

Do you acknowledge and agree to the terms and conditions of the Preliminary CPM Schedule included in this package?

Yes No, If No attach exceptions

EXHIBIT 3 - PROJECT LABOR AGREEMENT

Do you acknowledge and agree to the terms and conditions of the Project Labor Agreement document included in the RFP package?

Yes No, If No attach exceptions

ACKNOWLEDGEMENT

This project is subject to Skilled and Trained Workforce requirements pursuant to Public Contract Code §2600. Do you acknowledge and agree to meeting these requirements?

Yes No, If No attach exceptions

EXHIBIT 5 - SAMPLE SUBCONTRACT

Do you acknowledge and agree to the terms and conditions of the Sample Subcontract?

Yes No, If No attach exceptions

EXHIBIT 6 - PRIME CONTRACT - FOR REFERENCE ONLY

Do you acknowledge and agree to the terms and conditions of the Prime Contract?

Yes No, If No attach exceptions

ADDENDA: _____



Increment 1 Base Bid

Please provide your base bid amount for construction (furnish & install) of all work set forth in the Increment 1 project documents (Exhibit 1).

DVBE COMMITMENT (in dollars)

This project has a 3% DVBE participation goal. Please identify DVBE monies included in your Inc. 1 Base Bid

Long Lead Items

Lower Tier Subcontractors

Please include a final scope letter on Company letterhead listing all clarifications, inclusions and exclusions.

EXHIBIT "H"

PROJECT LABOR AGREEMENT

for the

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

PREAMBLE

This Project Labor Agreement ("Agreement") is entered into by and between the Sacramento City Unified School District ("District"), together with contractors and/or subcontractors, who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Attachment A), and the Sacramento-Sierra Building & Construction Trades Council ("Council") and the local Unions that have executed this Agreement.

RECITALS

WHEREAS, the purpose of this Agreement is to promote efficiency of construction operations during the construction of the District's projects subject to this Agreement, through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without work disruptions or delays, thereby promoting the District's interest and the public's interest in assuring the timely and cost-effective completion of the District's construction projects; and

WHEREAS, the purpose of this Agreement is to also mutually acknowledge and support the District's Core Value statement and Equity, Access, and Social Justice Guiding Principle; and

WHEREAS, the District's Core Value statement states, *we recognize that our system is inequitable by design and we vigilantly work to confront and interrupt inequities that exist to level the playing field and provide opportunities for everyone to learn, grow, and reach their greatness*; and

WHEREAS, the District's Equity, Access, and Social Justice Guiding Principle ("Guiding Principle") states that *all students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options*; and

WHEREAS, the District places high priority upon comprehensive educational programs, training, work-based learning, and workforce development programs for District students and staff in order to best achieve the District's Guiding Principle and to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the successful and efficient completion of the District's construction projects is of the utmost importance to the District and its educational programs and mission; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the Council; and

EXHIBIT "H"

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, the Council and Unions commit to use of skilled and trained workforce requirements described in sections 17250.25 and 17407.5 of the Education Code and sections 2600 through 2602 of the Public Contract Code on applicable Projects covered by this Agreement; and

WHEREAS, it is recognized that District construction projects require multiple contractors and bargaining units on the job site at the same time over an extended period of time, and that the potential for work disruption is substantial in the absence of a binding commitment to maintain continuity of work; and

WHEREAS, the Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement; and

WHEREAS, the District desires to provide construction training and employment opportunities for students of and residents within the District through local hire, apprentice and pre-apprentice programs; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory and successful completion of all District construction projects subject to the Agreement; and

WHEREAS, the Sacramento City Unified School District has previously adopted Resolution No. 2774 regarding the use of Project Labor Agreements on District projects.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants herein contained, do mutually agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 "Agreement" means this Project Labor Agreement.
- 1.2 "Agreement to be Bound" means the agreement (attached hereto and incorporated herein as Attachment A) required to be executed by any Employer(s) working on the Project as a precondition to performing Covered Work on the Project.
- 1.3 "Council" means the Sacramento-Sierra Building and Construction Trades Council, which is the local jurisdictional division of the State Building and Construction Trades Council of California, with affiliated trades unions within its geographical jurisdiction of Sacramento, Yolo, Placer, El Dorado, Amador, Nevada, and Sierra Counties.

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- 1.4 "Completion" means the point at which there is Final Acceptance by the District of a Construction Contract. For purposes of this definition of "Completion," "Final Acceptance" shall mean that point in time at which the District has determined upon final inspection that the work on a Construction Contract has been completed in all respects and all required contract documents, including repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the District has executed a written acceptance of the work.
- 1.5 "Construction Contract" means, except as to section 2.5 (exclusions from Covered Work) public works or improvement contracts approved by the District, including design-bid, design-build, lease-leaseback, or other contracts under which construction work is performed, that are necessary to complete the Project.
- 1.6 "District" means the Sacramento Unified School District and the administrative employees under its Superintendent, including any in house Project Manager designated by the District for the Project.
- 1.7 "Contractor(s)" means any person, firm, corporation, or other entity, or any combination thereof, including joint ventures, and any of its contractors or subcontractors of any tier, or any successor or assigns of such persons or entities, that has entered into a contract with the District, or with any other person or entity contracting for work on the Project on behalf of the District (whether by design-bid, design-build, lease-leaseback or other means), with respect to the construction of any part of the Project under contract terms and conditions approved by the District.
- 1.8 "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties in section 1.8.4. Residents of the Local Area shall be first referred for the Project, including journey-level workers and apprentices covered by this Agreement, in the following order of priority:
 - 1.8.1 Priority 1: Residents residing within the boundaries of the District.
 - 1.8.2 Priority 2: Residents of the City of Sacramento.
 - 1.8.3 Priority 3: Residents of Sacramento County.
 - 1.8.4 Priority 4: Residents of the Counties of Yolo, Placer, El Dorado, Amador, Sutter, Yuba, Nevada, Sierra, and San Joaquin.
- 1.9 "Master Agreement" means the multi-employer collective bargaining agreement of each of the Unions that covers the geographic area of the Project, copies of which shall be provided to the District upon request.
- 1.10 "Project" means all District construction projects where either the engineer's estimate of the total cost of the project, or the actual cumulative bid amounts submitted by the contractor(s)

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awarded the Construction Contracts for the Project, exceeds five hundred thousand dollars (\$500,000). All Construction Contracts required to complete an integrated District construction project shall be considered in determining the threshold value. The District and the Council may mutually agree in writing to add additional projects to the scope of Projects to be covered by this Agreement. The term "Project" applies to each and all projects as defined in this section, whether used in the singular or plural herein. Routine maintenance of District properties is not covered by the scope of this Agreement.

- 1.11 "Project Manager" means a person, including a District employee, firm or other entity designated by the District to manage, coordinate or administer the construction work on a Project subject to this Agreement.
- 1.12 "Union" or "Unions" means the Sacramento-Sierra Building and Construction Trades Council and the local Unions that are signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement. The Council and the local Unions are collectively referred to herein as the "Unions."

ARTICLE 2

SCOPE OF AGREEMENT

- 2.1 Parties. This Agreement shall apply and is limited to all Contractor(s), the District and the Unions that are signatory to this Agreement.
- 2.2. Applicability. For purposes of this Agreement, Construction Contracts shall be considered completed as set forth in Section 1.4, including when the District directs a Contractor to engage in repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract. This Agreement shall govern all Construction Contracts awarded on the District Projects that are subject to this Agreement. Except for exclusions from the Covered Work described in section 2.5, for purposes of this Agreement, a Construction Contract shall be considered completed as described in Section 1.4, except when the District's authorized representative directs a Contractor to engage in repairs, warranty work, modifications, or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.
- 2.3 Covered Work. This Agreement covers, without limitation all on-site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting, or repair of buildings, structures and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, and modular furniture installation, On-site work includes work done for the

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Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification covered by an applicable Master Agreement or in which a prevailing wage determination has been published.

- 2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by District employees.
- 2.3.2 This Agreement covers all on-site fabrication work over which the District, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.
- 2.3.3 It is expressly agreed and understood by the Parties that the District shall have the right to purchase material and equipment from any source and the craftsperson covered under this Agreement will handle and install such material and equipment. There shall be no limitation or restriction upon the choice of material or upon the full use and installation of equipment, machinery, materials, tools or other labor-saving devices other than as set forth herein. The lawful fabrication provisions of the appropriate national or local agreements shall be applicable.
- 2.3.4 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the hauling and delivery of ready-mix, asphalt, aggregate, sand, or other fill or similar material which is incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement to the fullest extent allowed by prevailing wage law and determinations of the California Department of Industrial Relations. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the District within ten (10) days of written request or as required by bid specifications.
- 2.3.5 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items which may be furnished by the District or a Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; provided, however, in limited circumstances requiring special knowledge of the particular item(s), may be performed by construction persons of the manufacturer where necessary to protect a manufacturer's warranty, provided the Contractor/Employer using the manufacturer can demonstrate by an enumeration of specific tasks that the work cannot be performed by craft workers under this Agreement. All work of a specialty nature to

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be performed by the employees of an equipment manufacturer necessary to protect the warranty on such equipment shall be identified and discussed at the Preconstruction Conference provided in Article V of this Agreement.

- 2.3.6 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Agreement of Elevator Constructors, the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XV and XVI of this Agreement shall apply to such work.
- 2.4 The following shall be excluded from Covered Work:
 - 2.4.1 Work of non-manual employees, including, but not limited to, superintendents, supervisors above the level of general foreman (except those covered by any applicable Master Agreement), staff engineers, building inspectors, timekeepers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, executive and management employees;
 - 2.4.2 Equipment and machinery owned or controlled and operated by the District;
 - 2.4.3 Any work performed on or near or leading to or on to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractor, or by public utilities or their contractors;
 - 2.4.4 Off-site maintenance of leased equipment and on-site supervision of such work;
 - 2.4.5 Work performed by employees of a manufacturer or vendor on the manufacturer's or vendor's equipment if necessary to satisfy the guarantee or warranty on such equipment and where performance of the work is expressly stated in the manufacturer's or vendor's written warranty or guarantee to be a condition for the warranty or guarantee for such products. For any work performed pursuant to this provision, the Contractor shall provide copies of the written warranty requirement to the District, Project Manager, the Council and the affected local Union prior to the commencement of work by the manufacturer or vendor. This exclusion does not apply to any on site construction work subcontracted by such manufacturer or vendor.
 - 2.4.6 District procurement or use of modular buildings;
 - 2.4.7 Off-site maintenance of leased equipment and on-site supervision of such work;
 - 2.4.8 Laboratory or specialty testing or inspection not covered by an applicable Master Agreement;

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- 2.4.9 Non-construction support services contracted by the District or any Contractor in connection with this Project;
- 2.4.10 All Maintenance work contracted by the District;
- 2.4.11 All work by employees of the District.

ARTICLE 3

SUBCONTRACTING

- 3.1 Each Contractor agrees that it will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation, or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be Bound.
- 3.2 Each Contractor agrees that it will contract or subcontract the performance of Covered Work only to a person, firm, corporation, or other entity that is or becomes a party to this Agreement. Any Contractor performing Covered Work on the Project shall, as a condition to working on the Project, perform all work under the terms of this Agreement and the applicable Master Agreement. Before being authorized to perform any Covered Work, Contractors shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound. Every Contractor shall notify the Council in writing within five (5) business days after it has contracted to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work in accordance with Section 3.1 or this Section 3.2 and shall at the same time provide to the Council a copy of the executed Agreement to be Bound. The District shall also provide copies to the Council of all executed Agreements to be Bound that it receives within fifteen (15) days of receipt.
- 3.3 Contractors and all subcontractors of whatever tier who have been awarded contracts for work covered by this Agreement commit to comply with the skilled and trained workforce requirements provided in California Education Code sections 17250.25 and 17407.5 and California Public Contract Code sections 2600 et seq. on applicable Projects.
- 3.4 Nothing in this Agreement shall in any manner whatsoever limit the rights of the District or any Contractor to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Contractors, at all tiers, assigning, awarding, contracting, or performing Covered Work, or authorizing another to assign, award, contract or perform Covered Work, shall be required to comply with the provisions of this Agreement. Each Contractor shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding, or subcontracting of any Covered Work, or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement. Any Contractor that fails to provide the Council with the Agreement to be

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Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors on the Project.

- 3.5 Nothing in this Agreement shall limit the District's right to combine, consolidate, or cancel contracts for Project construction, or to comply with public agency contracting laws.

ARTICLE 4

WAGES AND BENEFITS

- 4.1 All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages and other compensation, including but not limited to travel, subsistence, and shift premium pay, and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreement of the applicable Union and in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations.
- 4.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining parties on the effective date as set forth in the applicable Master Agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

- 5.1 During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, picket-related hand billing, slowdowns, interference with the work or other disruptive activity for any reason by the Union or by any employee, and there shall be no lockout by any Contractor. Failure of any Union or employee to cross any picket line established at the Contractor's Project site is a violation of this Article.
- 5.2 The Union shall not sanction, aid or abet, encourage, or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to

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disciplinary action, including discharge, and, if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

- 5.3 The Union(s) agrees that if any union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppages, the signatory Unions shall consider such work stoppage or picketing to be illegal and refuse to honor such picket line or work stoppage.
- 5.4 In the event of any work stoppage, strike, sympathy strike, picketing interference with the work or other disruptive activity in violation of this Article, the Contractor may suspend all or any portion of the Project work affected by such activity at the Contractor's discretion and without penalty, and the District may replace any Contractor whose employees have not reported to work with any other contractor or subcontractor.
- 5.5 In addition to any other action at law or equity, any party may elect to have the matter decided by a neutral arbitrator in accordance with the following procedure when a breach of this Article is alleged, after the Union(s) or Contractor(s) has been notified of the fact.
- 5.5.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then the American Arbitration Association shall select an alternative arbitrator within 24 hours of notice. Notice to the Arbitrator shall be by the most expeditious means available, with notice by fax or electronic means or any other effective written means to the party alleged to be in violation and the involved International Union President and/or local Union.
- 5.5.2 Upon receipt of said notice, the District Superintendent, or their designee, shall contact the designated Arbitrator identified above who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.
- 5.5.3 The Arbitrator shall notify the parties by fax or electronic means or any other effective written means of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- 5.5.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award which shall be final, and binding shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article by the Union or Contractor, and such Award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article

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fail to comply with an Arbitrator's award to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000) for the first shift for which it failed to comply, or portion thereof, and ten thousand dollars (\$10,000) for each subsequent shift for which it failed to comply, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this Section.

- 5.5.5 Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. The fax or electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 5.5.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by certified mail.
- 5.5.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.
- 5.5.7 The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- 5.6 The procedures contained in Section 5.5 shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of this Article, shall be resolved under the grievance procedures of Article 9.
- 5.7 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the District and the Contractor(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor(s)' or their subcontractor's workforce, during which time the Contractor shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article. In the event the Union or any of its members withhold their services from such contractor or subcontractor, District shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

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- 5.8 It will not be a violation of this Agreement when the Contractor considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Contractor requests employees to wait in a designated area available for work, the employees will be compensated for the waiting time.
- 5.9 If a Master Agreement expires before the Contractor completes the performance of work under the Construction Contract and the Union or Contractor gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered under this Agreement and the Union and the Contractor agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified Master Agreement which are applicable to employees who were employed on the projects during the interim, with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement subject to section 4.3.

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 6.1 The assignment of Covered Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 6.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractors parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Contractors and Unions parties to this Agreement.
- 6.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.
- 6.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

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ARTICLE 7

JOINT LABOR/MANAGEMENT MEETINGS

- 7.1 Joint Labor/Management Meetings. During the period of any work performed under this Agreement, the Project Manager, or District designee, may schedule monthly Joint Labor/Management Meetings that include the Project Manager, or the District's designee, the Contractors and the Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the employees and the Contractors on the Project. These meetings may include a discussion of safety, craft resource requirements, scheduling and productivity of work performed at the Project. The Union representative shall keep minutes of any such meetings and the minutes shall be subject to approval at any subsequent meeting. Any such meetings may be in person, virtually or by conference call. It shall be mandatory for a representative of the Unions to participate in such meetings.
- 7.2 A Pre-Job Conference shall be scheduled by the District prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor covered by this Agreement, a job conference and/or markup meeting shall be scheduled by the District upon request of any Union, Contractor or the District.

ARTICLE 8

MANAGEMENT RIGHTS

- 8.1 The Contractor(s) retains full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to the right to:
- A. Plan, direct and control the operation of all the work.
 - B. Decide the number and types of employees required to perform the work safely and efficiently. The lawful staffing provisions of the applicable Master Agreement shall be recognized.
 - C. Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.
 - D. Require all employees to observe the District and Contractor Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.
 - E. Discharge, suspension or discipline will be handled under the applicable craft agreement.

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- F. Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by a craft to perform work assigned, including overtime work. However, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure.
 - G. Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator (in accordance with Article 2).
 - H. The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.
- 8.2 All workers employed or otherwise used on a Project shall comply with the District's Drug and Alcohol-Free Workplace Policy (BP 4020) and Employee Drug Testing Policy (BP 41 12.41, 4212.41, 4312.41) and applicable regulations as amended from time to time. If not otherwise specified, the drug testing protocol shall be in compliance with 49 Code of Federal Regulations (CFR) section 382.105 (Testing procedures) which incorporates 49 CFR Part 40.

ARTICLE 9

GRIEVANCE PROCEDURE

- 9.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than matters subject to Section 5.5 and Union jurisdictional disputes subject to Article 6) shall be considered a grievance. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.
- 9.2 The District and other Contractors, as well as the Unions, may bring forth grievances under this Article.
- 9.3 A grievance shall be considered null and void if not brought to the attention of the effect party by the grievant within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays, or holidays regardless of whether any work is actually performed on such days.
- 9.4 Grievances shall be settled according to the following procedure, except those grievances that do not involve an individual grievant, which shall be discussed by the District, and the Council and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, commence at Step 4:

Step 1

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The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the Grievance has been brought to the attention of the Contractor.

Step 2

In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager(s) of the Union(s) affected and the site construction manager or Labor Relations representative of the Contractor(s) for discussion and resolution. A copy of the written grievance shall also be mailed, faxed or emailed to the District.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Contractor(s) or the Manager's designated representative and the District for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to neutral arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the District. Should the parties be unable to mutually agree on the selection of a neutral Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. District shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.

- 9.5 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.
- 9.6 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the District. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.
- 9.7 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

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- 9.8 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance, and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.
- 9.9 Any party to a grievance may invite the District to participate in resolution of a grievance. The District may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.
- 9.10 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed during the extended time period.

ARTICLE 10

EMPLOYEE REPRESENTATION AND REFERRAL

- 10.1 The Employers recognize the Unions as the sole bargaining representatives of all craft employees performing Covered Work under this Agreement. Authorized representatives of the Unions shall have reasonable access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project. All authorized representatives of the Unions must comply with the required check-in procedure prior to visiting the work area.
- 10.2 Employees are not required to become or remain union members as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 10.2 is intended to supersede the requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.
- 10.3 In filling craft job requirements, Employers performing Covered Work shall utilize and be bound by the registration facilities and referral systems established or authorized by the Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Employers shall have the right to reject any applicant referred by the Unions in accordance with this Article 10.
- 10.4 The Employers shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Unions.
- 10.5 In the event that referral facilities maintained by the Union are unable to fill the requisition of an Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Employer, the Employer shall

EXHIBIT "H"

be free to obtain such workers from any source. An Employer who hires any personnel to perform Covered Work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of this Article 10.10.6. Unions will exert their utmost efforts to recruit sufficient numbers of skilled and trained craft persons to fulfill the requirements of the Contractor/Employer(s). On Projects governed by Education Code sections 17250.25 and 17407.5, the Unions shall consider a Contractor's request to transfer skilled and trained employees to work on Projects in a manner consistent with the Union's referral procedures.

- 10.7 Subject to the limitation of applicable law and the hiring hall procedures of the Unions, the Parties to this Agreement mutually support the development of increased numbers of skilled construction workers from District graduates and the residents of the City of Sacramento specifically and from the residents of Sacramento County generally, to meet the needs of the Projects and the requirements of the industry generally. To facilitate this goal, the Unions agree to encourage the referral and utilization of qualified District graduates and the City of Sacramento and Sacramento County residents as journeypersons and apprentices on the Projects.

ARTICLE 11

REFERRAL-LOCAL COMMUNITY WORKFORCE PROVISIONS

- 11.1 Contractors performing Covered Work on the Project shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory to this Agreement. The Union will exert and document their best efforts to recruit and identify residents of the Local Area, in a manner that is consistent with the District's Core Value and Guiding Principle, and those individuals shall be referred for Project work first, to the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, including journeymen and apprentices covered by this Agreement.
- 11.2 The Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Contractor(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement. The Unions shall be the primary source of all craft labor employed on the Project, however, a Contractor with a core workforce may request by name, and the local Union shall honor, referral of such Contractor's regular and experienced personnel ("Core Employees") who have applied to the applicable Union to perform Covered Work on the Project. For purposes of this Agreement, a Core Employee is a person who meets all the following:

- (1) Possesses any license required by state or federal law for the Project work to be performed;

EXHIBIT "H"

- (2) Worked a total of at least one thousand (1,000) hours in the construction craft during the prior two (2) years;
 - (3) Has been on the Contractor's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award; and
 - (4) Has the ability to perform safely the basic functions of the applicable trade.
- 11.3 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft and will then refer one of the Contractor's Core Employees as a journeyman, until such Contractor has hired six (6) Core Employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work on the Project, the ratio shall be maintained. When such Contractor's workforce is reduced, employees shall be reduced in the same one for one ratio of Core Employees to hiring hall referrals as was applied in the initial hiring. Contractors that are signatory to a Master Agreement with Union(s) signatory hereto must comply with the hiring hall provisions contained in the applicable Master Agreement, and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they apply to such Contractors.
- 11.4 In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Contractor within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may employ applicants from any source. Contractors shall immediately notify and provide the appropriate Union(s) with the name and address of such gate-hires, who shall be bound by the provisions of this Article.

It is in the interest of the parties to this Agreement to facilitate employment of District and Local Area residents, including parents, guardians or other care givers of students attending the District's schools, and to use resources in the Local Area in construction of a Project. The "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties outlined in section 1.8.4, in priority order outlined in section 1.8. To the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the Local Area shall be first referred for Project work, including journeymen and apprentices covered by this Agreement. It is the goal of the parties that not less than fifty (50) percent of all hours worked on the Project, on a craft-by-craft basis, be worked by residents of the Local Area (including fifty (50) percent of the total hours worked by any Core Employees). The Union shall provide a list of individuals referred for Project work and their applicable zip code of residence to the District, upon request. Contractors will be required to submit certified weekly payroll records to the District along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article. At a minimum, the monthly reports must include data on Local Area resident work hour utilization on the Project. An annual report shall be submitted to the Board on the number of workers employed, or contracted for,

EXHIBIT "H"

within the Local Area. Provisions of this article shall be an item for discussion at each Pre-Job Conference outlined in Article.

ARTICLE 12

MUTUAL COMMITMENT TO SUPPORTING EDUCATIONAL AND CAREER DEVELOPMENT OPPORTUNITIES FOR DISTRICT STUDENTS

- 12.1 The Parties agree that this Agreement is also intended to formalize partnerships between the Unions and the District to support the educational and career development of the District's students, and to help develop the next generation of skilled construction workers. The Parties agree to support District Construction and Design Academies or Pathways within the District ("Academy" or "Pathway") in order to carry out the training and employment objectives of this Agreement, including providing District students with the opportunities and skills necessary to enter post-secondary study and to pursue lifelong training within the broader context of the building trades industry, and to develop and reinforce academic course standards in order to maximize career opportunities and technical competency. The Parties agree to the following actions in order to implement this mutual commitment.
- 12.2 Contractors shall employ apprentices in the respective drafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The Parties agree that apprentices may comprise up to twenty (20) percent of each craft's workforce at any time, unless the state approved apprenticeship standards or regulations or the applicable Master Agreement establish a lower maximum percentage.
- 12.3 The Union shall provide speakers at District Academies, at no cost to the District, through the Multi-Craft Core Curriculum (MC3) program and at other mutually agreed upon school functions and events.
- 12.4 In order to facilitate the goals of the Academy, the District and Council agree to create an Advisory Board for the Luther Burbank High School Construction and Design Academy, American Legion High School's Residential and Commercial Construction Academy (collectively "High Schools"), Rosemont High School Engineering , Construction and Design, and participate in the District-level Pathway Advisory Board, which will conduct meetings as determined by the District during the school year to develop the goals of the Academy; plan for the presentation and content of training lectures to facilitate employable skills in the construction trades; develop a summer schedule for training; organize and develop summer internship positions; assist in planning curriculum scope and sequencing; design cocurricular activities; identify sources for educational and financial support; and otherwise initiate steps to carry out the goals of the Academy.
- 12.4.1 The High School Advisory Boards shall consist of the appropriate membership as outlined by current regulations and requirements placed upon the District. The Advisory Board, in coordination with the District's Career Services representative, shall develop and implement a plan for annual assessment of the goals and

EXHIBIT "H"

objectives to maximize the employability of students and District graduates, including summer internship opportunities. A quorum for the Advisory Board meeting shall be at least one member representing the building trades JATCs; one member representing the Council; and one member representing the District.

- 12.4.2 The Academy Advisory Board will collaborate with post-graduate training programs, such as the Northern California Construction Training and American River College's Stripe Program, in order to assist graduates in obtaining an internship into a JATC.
- 12.4.3 The training and employment program of the interns shall be developed by the Academy Advisory Board such that graduating interns shall possess the skills, training, and educational background to help the graduate achieve priority on the lists of the building trades to the degree allowed under each JATC's application process including those programs that allow direct entry. It is recognized that the Apprenticeship Programs operate according to existing Standards approved by the California Department of Industrial Relations, Division of Apprenticeship Standards, and the standards set forth in the collective bargaining agreements for each building trades union and that any such priority shall be in accordance with such Standards and agreements.
- 12.5 The Parties agree to meet and identify additional mutually agreed upon specific actions to meet these goals, including, but not limited to, consideration of: (1) measures to facilitate teacher training in Multi-Craft Core Curriculum (MC3); (2) measures to provide student employment opportunities through externships, internships and/or post-graduation apprenticeship placement; (3) measures to provide hands-on training opportunities for students; (4) measures to facilitate identification of funding sources to provide recent women, minoritized and low-income District graduates scholarships or assistance in the purchase of tools and other equipment needed for apprenticeship programs; (5) support to identify and find funding for a Pre-Apprentice / Internship / Apprenticeship Coordinator to assist District Academies. These additional commitments shall be set forth in a Memorandum of Understanding (MOU) to this Agreement ("Union Educational and Career Development Support MOU"). Parties agree to meeting twice before August 1, 2022, and throughout the month of August to identify the mutually agreeable terms of the MOU and shall finalize the MOU no later than September 1, 2022.
- 12.6 The Union shall provide the District with an annual report by June 30 of each year on the implementation of the provisions set forth in this Article and in the Union Educational and Career Development Support MOU. The report shall provide any information requested by the District to assist the District in reporting work-based learning indicator on the State of California's College and Career Dashboard.

ARTICLE 13

EXHIBIT "H"

NON-DISCRIMINATION

- 13.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, political affiliation, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act, membership in a labor organization in hiring and dispatching workers for the Project, or any other basis recognized by law. The parties to this Agreement understand and agree that nothing in this Agreement shall supersede or take precedence over any District Board of Education policy or requirement including, but not limited to, the construction contract and general conditions for the Project.
- 13.2 All qualified (as determined by the District and applicable law) contractors and subcontractors may bid and be awarded work on a Project without regard to whether they are otherwise parties to collective bargaining agreements provided they comply with the provisions of this Agreement.

ARTICLE 14

HOURS OF WORK SHIFTS AND HOLIDAYS

- 14.1 The standard workday shall be in accordance with the applicable Master Agreements. Common start times may be established by the Contractor during the standard workday established by the applicable Master Agreements. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.
- 14.2 Common shifts may be established when considered necessary by the Contractor. The Contractor shall provide at least one week notice to the Council prior to any change in shift time. Any shifts established shall continue for the established work week.
- 14.3 Recognized holidays shall be in accordance with the applicable Master Agreements. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate, but in no case shall such overtime rate be more than double the straight time rate.

ARTICLE 15

EXHIBIT "H"

GENERAL PROVISIONS

- 15.1 If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative, judicial or administrative branches of the federal or state government, the District, the Contractors and the Council shall suspend the operation of such article or provision during the period of its invalidity, and the District and the Council shall negotiate in its place and stead an article or provision that will satisfy the objections to its validity and that, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the District and the Council shall be binding on all parties signatory to this Agreement.
- 15.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 15.3 Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement of the Union having traditional and customary jurisdiction over the Covered Work shall apply.
- 15.4 The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement. In addition, all instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors. Notwithstanding the provisions of this section, Articles 5, 6 and 9 of this Agreement shall apply to all Covered Work.
- 15.5 Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.
- 15.6 This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.
- 15.7 To the fullest extent consistent with the applicable Master Agreement and trust agreement, it is agreed that any liability under this Agreement by District, the Council, a Union, or any other Contractor shall be several and not joint. Any alleged breach of this Agreement by a party shall not affect the rights, liabilities, obligations, and duties among the other parties or between that party and any other party.

EXHIBIT "H"

ARTICLE 16

HELMETS TO HARDHATS

- 16.1 The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section and a charitable tax exempt organization under Section 501 (c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 16.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Contractors and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

ARTICLE 17

DURATION OF AGREEMENT; MID-TERM ASSESSMENT

- 17.1 This Agreement shall remain in full force and effect for a period of five (5) years from the date approved by the Board of Education on June 9, 2022. Notwithstanding the term of the Agreement as set forth above, the Agreement will continue to apply until the completion of all Covered Work pursuant to Section 2.1 where the initial bid for any Construction Contract for a Project is awarded or approved by the Board on or before the date the Agreement terminates.
- 17.2 At the two-year mark, a mid-term assessment, including mutually agreed upon metrics, shall be reported to the Board.

EXHIBIT "H"

SIGNATURES

Sacramento City Unified School District



Date: 8/5/22

Name: Christine Pritchet

Title: SCUSD Board President

Sacramento-Sierra Building and

Construction Trades Council

DocuSigned by:



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Date: _____

Name: Kevin Ferreira

Title: Executive Director

Sacramento-Sierra Building and

Construction Trades Council



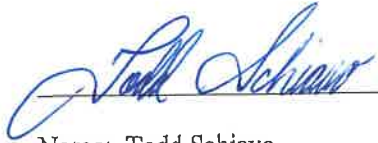
Date: 7-29-22

Name: Karl Pineo

Title: President

EXHIBIT "H"

Sacramento-Sierra Building and
Construction Trades Council



Name: Todd Schiavo

Title: Vice-President

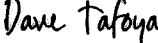
Date: 8/2/2022

EXHIBIT "H"

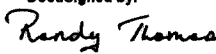
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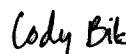
Asbestos Workers Local #16

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Bricklayers Local #3

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Boilermakers Local #549


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Cement Masons Local #400


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Asbestos, Lead and Mold Laborers Local #67

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District Council #16 International Union of Painters & Allied Trades

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Elevator Constructors Local #8

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International Brotherhood of Electricians Local #340

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Sprinkler Fitters Local #669

UNIONS

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Iron Workers Local #118

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Laborers Local #185

Operating Engineers Local #3

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Plasterers & Cement Masons Local #300


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UA of Journeymen & Apprentices of the Plumbing & Pipe Fitting Ind. Local #355

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Plumbers & Pipefitters Local #447

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Roofers Local #81

DocuSigned by:

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Sheet Metal Workers Local #104

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Teamsters Local #150

Northern California Carpenters Regional Council on behalf of itself and its affiliated Local Unions

EXHIBIT "H"

UNIONS

Asbestos Workers Local #6

Laborers Local #185

Bricklayers Local #3

Millwrights Local #102

Boilermakers Local #549

Northern California District Council of
Laborers



Carpenters 46 Northern California
Counties Conference Board

Operating Engineers Local #3

Cement Masons Local #400

Plasterers & Cement Masons Local #300

District Council #16 International
Union of Painters & Allied Trades

Pile Drivers Local #34

District Council of Plasterers & Cement
Masons of Northern California

Plumbers & Pipefitters Local #447

Drywall/Latherers Local #9109

Roofers Local #81

International Brotherhood of Electricians
Local #340

Sheet Metal Workers Local #104

EXHIBIT "H"

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EXHIBIT "H"

ATTACHMENT A

PROJECT LABOR AGREEMENT

Project:

Bid Number:

AGREEMENT TO BE BOUND

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

The undersigned hereby certifies and agrees that:

- 1.) It is a Contractor as that term is defined in Section I .7 of the Sacramento City Unified School District Agreement ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work (as defined in Section 2.3) on the Project (as defined in Section 1.9), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing, or which are later made thereto.
- 3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Contractor(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work, and it will provide a copy of such executed Agreement to be Bound to the Sacramento-Sierra Building & Construction Trades Council within fifteen (15) days of such contracting or subcontracting in accordance with Section 3.2 of the Agreement.

EXHIBIT "H"

DATED: _____

Name of Contractor _____

(Authorized Officer & Title)

(Address)



OTTO JOB #: 23-1229-00
 SUBCONTRACT #: 1229#####
 COST CODE(S): ##-#####

PROJECT NAME: Oak Ridge Elementary School - New Construction

SUBCONTRACT AGREEMENT

On or about **March 27, 2023**, John F. Otto, Inc., dba OTTO CONSTRUCTION ("Contractor") entered into a prime contract ("Prime Contract") with **Sacramento City Unified School District** (hereinafter referred to as "Owner") for **design and construction of (1) a new single-story administration/multi-purpose/kitchen building, (2) a two-story classroom building, (3) a single-story kindergarten building, and (4) new hard court and turf fields, along with the relocation of both the school entrance and the parking lot, and the demolition of the existing buildings** (the "Project") located at **4501 Martin Luther King Blvd., Sacramento, CA 95820**. This Subcontract Agreement ("Agreement") is entered into this Nth day of Month, 2023 by and between Contractor and **Subcontractor Name** ("Subcontractor") for performance of a portion of the Project. The Project, and Subcontractor's "Work" as described in Section 2 of this Agreement, is to be performed in accordance with the Prime Contract, the Project Plans and Specifications prepared by or on behalf of **Nacht & Lewis Architects** ("Architect"), and the other "Contract Documents", as that term is defined in Section 1, below.

SECTION 1. ENTIRE CONTRACT

- 1.1 Contract Documents. The phrase "Contract Documents" is defined to mean and include:
- a) This Subcontract Agreement and all exhibits and attachments.
 - b) Prime Contract, including other contract documents attached to or incorporated into the Prime Contract.
 - c) Project Plans and Specifications.

Subcontractor shall physically insert in each of its subcontracts the provisions of the above listed documents and require each of its subcontractors to include each item in any lower tier subcontracts that may be made. This article shall in no instance be incorporated solely by reference. The Prime Contract shall be available for viewing and photocopying upon reasonable advance notice to Contractor.

1.2 Subcontractor's Investigation. Subcontractor certifies that it is fully familiar with all of the terms of the Contract Documents, the location of the Project site, and the conditions under which the Work is to be performed and that Subcontractor enters into this Agreement based upon its investigation of all such matters and is not relying on any opinions or representations of Contractor or any person purporting to act on Contractor's behalf, or of the Owner, or of any of their respective officers, agents, servants, or employees. This Agreement represents the entire agreement between the parties concerning the Project. Subcontractor and its subcontractors will be and are bound by the Contract Documents insofar as they relate in any way, directly or indirectly, to the Work. Subcontractor agrees to be bound to Contractor in the same manner and to the same extent as Contractor is bound to Owner under the Contract Documents, to the extent of the Work, and that where, in the Contract Documents, reference is made to Contractor, and the work or specifications therein pertains to Subcontractor's trade, craft, or type of work, then such work or specification shall be interpreted to apply to Subcontractor.

If Subcontractor discovers any apparent or actual error, omission, code compliance issue, deficiency (any of the foregoing, a "Deficiency"), Subcontractor shall, on or before the earlier of (i) five (5) days after Subcontractor first becomes aware of a Deficiency, or (ii) two (2) business days prior to the last day upon which Contractor must report a Deficiency under the Prime Contract, notify Contractor in writing of the existence or possible existence of each Deficiency in detail and take any other actions otherwise required of Contractor under the Prime Contract. If Subcontractor believes that additional cost or time is involved because of modifications to the Work as a result of one or more Deficiencies as to which Subcontractor has given notice to Contractor pursuant to this Section, then, subject to the provisions of the Prime Contract, Subcontractor may request a Change Order pursuant to Section 8.

SECTION 2. SCOPE

2.1 Subcontractor agrees to furnish all labor, materials, equipment and other facilities required to perform the Work as specifically described in Exhibit A, attached hereto and made a part of this Agreement by reference.

In the event of any dispute between Contractor and Subcontractor over the scope of Subcontractor's Work under the Contract Documents, Subcontractor will not stop work but will prosecute the Work diligently to completion, the dispute to be submitted for resolution in accordance with the provisions of Section 19.

2.2 All material, equipment, and services supplied under this Agreement shall be in strict compliance with the Plans and Specifications.

2.3 Subcontractor shall attend all meetings as requested by Contractor, including job coordination, scheduling, and safety meetings.

SECTION 3. SUBCONTRACT PRICE

Contractor agrees to pay Subcontractor for performance of the Work in strict compliance with the Contract Documents, the sum of [TBD] (\$#,###.##), ("the Subcontract Price") subject to adjustments for changes in the Work as may be directed in writing by Contractor, and to make payment in accordance with the Payment Schedule, Section 4. The Subcontract Price, as stated above, includes all State and local sales taxes.

SECTION 4. PAYMENT SCHEDULE

4.1 Contractor agrees to pay to Subcontractor monthly progress payments equal to **Ninety-Five percent (95%)** of the value of the labor, equipment and materials which have been completed and approved for payment by Owner, with funds received by Contractor from Owner. Prior to commencement of the Work, Contractor and Subcontractor shall agree on a schedule of values allocating the Subcontract Price to the various elements of the Work, which shall be the basis for payment applications. On or before the Twentieth (20th) day of each month, or such other mutually agreed upon date, Subcontractor shall submit an application for payment, in a form acceptable to Contractor, setting forth the value of the Work for which payment is being sought. Contractor and Subcontractor shall review and agree upon the various percentages of completion prior to submission of the approved payment application to Contractor by the Fifth (5th) of the following month, as detailed in Exhibit B to this Subcontract. Contractor shall pay Subcontractor within Seven (7) days after receipt of payment from Owner.

4.2 Final payment to Subcontractor shall be made only after the entire work required by the Prime Contract has been fully completed in conformity with the Contract Documents, all operation and maintenance manuals have been submitted, all training has been conducted, and the Project and the Work have been delivered to and accepted by Owner, Architect, and Contractor. Contractor shall make final payment from funds received by Contractor from Owner in final payment for the Project, within Seven (7) days after receipt from Owner.

4.3 Subcontractor agrees to furnish Contractor with California statutory waivers and releases of liens in the forms provided by statute, payroll affidavits, prevailing wage affidavits, receipts, vouchers, releases of claims for work, labor, services, material and equipment furnished under or in connection with this Agreement, all in a form reasonably satisfactory to Contractor, and it is agreed that no payment hereunder shall be made, except at Contractor's option, until and unless such documents have been furnished. Any payment made without such documentation shall not be construed as a waiver of Contractor's right to require such documentation prior to further payments.

4.4 Contractor, at its option, may make any payment due hereunder by joint check or by direct check to Subcontractor's material suppliers, subcontractors, and any person or firm who has or asserts a right of action against Contractor or Contractor's surety, or who has or asserts lien or stop notice rights in connection with the Project, or who otherwise has a claim under this Agreement. Any payment made hereunder prior to completion and acceptance of the Work, as referred to above, shall not be construed as evidence of acceptance or acknowledgment of completion of any part of the Work.

4.5 If Owner, or any other person responsible for providing construction funds from which payment to Subcontractor is to be made, delays in making payment to Contractor, then:

- (a) Subcontractor's contractual right to payment, if any, shall not accrue until Contractor has had a reasonable time to make payment to Subcontractor. "Reasonable time" for purposes of this subpart shall be determined according to the relevant circumstances, but in no event shall be less than the time Contractor and Subcontractor require to pursue to conclusion their legal remedies to obtain payment against Owner and/or any other person responsible for providing construction funds, including but not limited to mechanic's lien and stop notice remedies; and
- (b) Subcontractor's right to payment, if any, based on any mechanic's lien, stop payment notice, or payment bond, shall not accrue until Contractor has had a reasonable time to make payment to Subcontractor. "Reasonable time" shall be determined according to the relevant circumstances, but in no event shall extend to a point which would unreasonably affect or impair Subcontractor's lien, stop payment notice, or payment bond rights.
- (c) If it is determined that the above provisions are void or unenforceable under governing law, then the affected provision shall be deemed stricken from the Subcontract and Subcontractor's right to payment, if any, shall not accrue until Contractor has had up to one (1) year from the date of completion of the entire Work to make payment to Subcontractor. Nothing herein shall prevent Subcontractor from taking necessary steps to assert or preserve Subcontractor's lien, stop payment notice, or payment bond rights.

SECTION 5. TIME

Time is of the essence of this Agreement. Subcontractor shall provide Contractor with scheduling information and a proposed schedule for performance of the Work in a form reasonably acceptable to Contractor. Subcontractor shall conform to Contractor's progress schedule and all revisions or changes made thereto. Subcontractor shall prosecute the Work in a prompt and diligent manner in accordance with Contractor's progress schedule without delaying or hindering Contractor's work or the work of other contractors or subcontractors. However, Contractor makes no representation that it will be ready for Subcontractor at the times indicated in the printed schedule, and the schedule may be revised by Contractor as necessary. Subcontractor shall coordinate the Work with that of Contractor, and with all other contractors and subcontractors in a manner that will facilitate the efficient completion of the entire Project.

SECTION 6. PROSECUTION AND DELAYS

6.1 If Subcontractor fails to perform as required by Contractor's current schedule, Subcontractor shall, without additional compensation, accelerate the Work as Contractor may direct until Subcontractor's progress is in accordance with such schedule. Contractor shall have complete control of the premises on which the Work is to be performed and shall have the right to decide the time and order in which various portions of the Project shall be installed and the relative priority of the work of Subcontractor and other subcontractors and, in general, all other matters pertaining to the timely and orderly conduct of the work of Subcontractor on the premises.

6.2 Should Subcontractor be delayed in the prosecution or completion of the Work by the act, neglect or default of Owner, Architect or Contractor, or should Subcontractor be delayed waiting for materials, if required by this Contract to be furnished by Owner or Contractor, or by damage caused by fire or other casualty for which Subcontractor is not responsible, or by the combined action of the workers, in no way caused by or resulting from fault or collusion on the part of Subcontractor, or in the event of a lock-out by Contractor, and provided that such cause is a proper basis for a time extension claim under the Prime Contract, then the time fixed for the completion of the Work shall be extended the number of days that Subcontractor has thus been delayed, but no allowance or extension shall be made unless a claim therefor is presented in writing to Contractor within forty-eight (48) hours of the commencement of such delay, and under no circumstances shall the time of completion be extended to a date which will prevent Contractor from completing the entire Project within the time allowed Contractor under the Prime Contract.

6.3 No claims for additional compensation or damages for delays, whether caused in whole or in part by any conduct on the part of Owner, Architect or Contractor shall be recoverable from Contractor, and the above-mentioned extension of time for completion shall be Subcontractor's sole remedy. In the event that Contractor, in its sole discretion, should seek compensation from the Owner as a result of any delay, Subcontractor shall be entitled to an equitable portion of any amount recovered by Contractor, minus Subcontractor's equitable share of the cost of pursuing said claim. If Contractor prosecutes a claim against Owner for additional compensation for any delay, Subcontractor shall cooperate fully with Contractor in the prosecution thereof and shall pay costs and expenses incurred in connection therewith, including actual attorneys' fees, to the extent that said claim is

made by Contractor at the request or for the benefit of Subcontractor. This provision shall not be construed to require Contractor to pursue any delay claim against Owner or any other party.

SECTION 7. SUBMITTALS

7.1 Subcontractor shall prepare and obtain timely approval for all shop drawings, submittals, details, samples, mockups, and operation and maintenance manuals ("Submittals"), and do all other things necessary and incidental to the prosecution of the Work as required by the Contract Documents and in conformance with Contractor's progress schedule. Submittals shall be made so as to afford Owner and Architect such period as is specified in the Contract Documents, to review and return the Submittal without affecting Contractor's schedule. Any required re-submittals shall be made in sufficient time so as not to delay Contractor's schedule or the performance of Contractor or any other subcontractors or material suppliers. Subcontractor shall not be entitled to a time extension, and shall be financially responsible, for delays in preparing or receiving approvals of Submittals (including re-submittals) which, by the exercise of reasonable diligence and judgment, could have been anticipated and avoided.

7.2 If any Submittal, whether or not approved by Owner or Architect, deviates from or is inconsistent with any aspect of the Project Plans or Specifications, and if that deviation or inconsistency is not specifically identified in the transmittal covering the particular submittal, approval of the submittal shall not constitute acceptance of the deviations shown in the submittal and Subcontractor shall still be obligated to perform the Work in accordance with the Contract Documents. Any such work shall be subject to rejection as "Defective." The provisions of this paragraph are in addition to and not in lieu of the remedies provided by law or any other provision of the Contract Documents.

SECTION 8. CHANGES IN THE WORK

8.1 Contractor, without invalidating this Subcontract, may order changes in the Work consisting of additions, deletions or other changes. If necessary, the Subcontract Price and the time for Subcontractor's performance shall be adjusted by appropriate additions or deductions mutually agreed upon in accordance with the Contract Documents. Unless otherwise specified in the Contract Documents, the value of any change order shall be limited to the actual costs incurred by Subcontractor for labor, materials, and equipment, at rates not in excess of those generally prevailing in the area where the Project is being performed, plus mark-up for overhead and profit not to exceed ten percent (10%). Equipment rental expenses shall be documented by quotes from major rental agencies verifying the prevailing rates. Subcontractor shall promptly supply Contractor with all documentation necessary to substantiate the amount of the addition to or deduction from the price or time. If Contractor and Subcontractor cannot agree on the amount of the addition or deletion, Subcontractor shall nonetheless timely perform the work as changed by Contractor's written direction. Once Subcontractor receives Contractor's written direction, Subcontractor shall timely perform the Work as changed by the written direction.

8.2 Payment for changed work shall be made in accordance with Section 4.

8.3 Subcontractor shall not make any changes in the Work or in any way cause or allow the Work to deviate from the Contract Documents without written direction from Contractor. If Subcontractor claims that performance of any work entitles it to additional compensation or to an extension of the time for performance of the Work, Subcontractor shall submit a request for such compensation or time prior to undertaking that work. If Contractor refuses to grant the requested compensation or time, Subcontractor shall perform the work and shall submit any claim for additional compensation or extension of the time for performance of the Work within ten (10) days after the work is performed or such shorter time as provided in the Contract Documents. If Subcontractor fails to submit a claim as required herein, or if Subcontractor makes any changes in the Work without written direction from Contractor, Subcontractor waives any claim for additional compensation or additional time, even if Subcontractor received verbal direction from Contractor or any form of direction, written, or otherwise, from Owner or any other person or entity. In addition, Subcontractor shall be liable for any and all losses, costs, expenses, damages, and claims of any nature whatsoever associated with or in any way arising out of any such change Subcontractor makes without written direction from Contractor.

8.4 No change, alteration, or modification to or deviation from this Agreement, the Contract Documents, the Prime Contract, the Project Plans and Specifications, whether made in the manner provided in this provision or not, shall release or exonerate, in whole or in part, any bond or a surety on any bond given in connection with this Agreement, and no notice is required to be given to such surety of any such change, alteration, modification, or deviation.

SECTION 9. DAMAGES CAUSED BY DELAYS

If Subcontractor defaults in performance of the Work or otherwise causes delay to Contractor's schedule, Subcontractor, at its own expense and on demand of Contractor, shall provide additional work forces, overtime and additional shifts, and shall expedite the furnishing of materials so as to meet the progress schedule. Subcontractor agrees to reimburse Contractor for any and all liquidated damages that may be assessed against Contractor by Owner which are attributable to or caused in whole or in part by Subcontractor's failure to perform the Work as provided herein. In addition, Subcontractor agrees to pay to Contractor such other and additional damages, including consequential damages, as Contractor may sustain by reason of any delay caused by Subcontractor, including damages paid to other subcontractors. Payment of such damages by Subcontractor shall not release Subcontractor from its obligation to otherwise fully perform this Subcontract.

SECTION 10. BONDING OF SUBCONTRACTOR

If required by the Contract Documents, and specifically Section 1 of Exhibit D, Subcontractor shall, concurrently with execution of this Agreement, execute and deliver a labor and material payment bond and a performance bond, each in an amount equal to one hundred percent (100%) of the Subcontract Price. The Bonds shall be executed by a corporate surety and on a form reasonably acceptable to Contractor. Contractor shall reimburse Subcontractor for the actual bond premiums in an amount not to exceed two percent (2%) of the Subcontract Price. The bond premium shall be printed on the face of the bond form. Any premium expense in excess of two percent (2%) shall be paid by Subcontractor at no cost to Contractor.

SECTION 11. LIENS

11.1 Subcontractor shall defend, indemnify and hold Contractor, Owner, and Contractor's sureties harmless from and against: (1) any and all claims, liability, loss, damage, costs or expenses, including expert witness fees, reasonable attorneys' fees incurred in defense of the lien or claim, awards and judgments, arising by reason of any claims, liens, stop notices or bond claims for work, labor, services, material or equipment used or furnished to be used on the Project, or union trust fund payments, arising from or relating to Subcontractor's work on the Project, and (2) all incidental or consequential damages resulting to Contractor or Owner from such claims, liens, stop notices or bond claims.

11.2 Within ten (10) days after written demand by Contractor, Subcontractor shall cause the effect of any suit, stop notice or lien to be removed from the Project. If Subcontractor fails so to do, Contractor is authorized to use whatever means in its discretion it may deem appropriate to cause said lien to be removed or suit to be dismissed and the cost thereof, together with actual attorneys' fees incurred in defense of the lien or claim, shall be immediately due and payable to Contractor by Subcontractor. Subcontractor may litigate any such lien or suit provided Subcontractor first causes its effect to be removed from the Project, and shall further do such things as may be necessary to cause Owner not to withhold any monies due to Contractor from Owner by reason of such liens or suits.

11.3 Subcontractor's full and faithful performance of this Agreement, including payment of any amounts owed by Subcontractor to any persons furnishing work, labor, services, material or equipment, or for union trust fund payments, is a condition precedent to Subcontractor's right to receive any progress payment or final payment. Any monies paid to Subcontractor under this Agreement shall be deemed and treated as trust funds which shall not be diverted by Subcontractor for other purposes until such obligations have been discharged.

SECTION 12. PROVISIONS FOR INSPECTION

Subcontractor shall at all times furnish to Owner, Architect, or Contractor and their representatives, safe and ample facilities for inspecting work and materials at the Project and at shops, factories or any place of business of Subcontractor and its subcontractors and material suppliers where materials under this Agreement may be in course of preparation, process, manufacture or treatment. Subcontractor shall furnish to Contractor as often as reasonably required by Contractor, full reports of the progress of the work at any place where materials under this Agreement may be in the course of preparation or manufacture. Such reports shall show the progress of such preparation and manufacture in such details as may be required by Contractor, including, but not limited to, any plans, drawings or diagrams in the course of preparation.

SECTION 13. MATERIALS AND WORK FURNISHED BY OTHERS

If the Work includes installation of materials or equipment furnished by others, or work to be performed in areas to be constructed or prepared by others, Subcontractor shall examine and accept, at the time of delivery or first access, the items so provided and thereafter handle, store and install the items with the skill and care required

to ensure satisfactory completion of the Work. Subcontractor shall further, at the first opportunity, inspect all material and equipment delivered to the job site by others to be used or incorporated in the Work and give prompt notice of any defect therein. Use of such items or commencement of work by Subcontractor in such areas shall constitute acceptance thereof by Subcontractor. Subcontractor warrants, by undertaking to perform its work, that such other items are satisfactory and acceptable and waives all claims against Contractor for additional compensation or for damages resulting from any defects therein and shall indemnify and hold Contractor harmless from and against any claims, delays, damages, or costs for any repair or corrective action. Loss or damage due to acts of Subcontractor shall be charged to the account of Subcontractor and deducted from monies otherwise due under this Agreement.

SECTION 14. RESPONSIBILITY FOR WORK AND MATERIALS

14.1 Subcontractor shall store materials and equipment at the Project site only in areas agreed to by Contractor. Materials and equipment delivered and stored at the Project site shall be limited to materials and equipment required to be incorporated into the Work, and then only to the extent that site space restrictions can accommodate such storage. Materials and equipment, once delivered, shall not be removed from the site, except that any excess materials (excluding spare parts, attic stock, or other materials required by the Contract Documents) shall be removed by Subcontractor upon completion of the Work. Subcontractor shall be responsible for proper storage and for any damage, defect, deficiency, or theft of any material or equipment stored at the Project.

14.2 Subcontractor shall effectively secure and protect and assume full responsibility for the Work at all times until final acceptance by Owner, Architect and Contractor. Subcontractor shall also protect the Work and the workers of Contractor, Owner and other subcontractors from Subcontractor's operations.

14.3 Subcontractor shall be liable for any loss or damage to any work in place or to any equipment and materials on the job site caused by Subcontractor or its subcontractors, agents, employees or guests.

SECTION 15. LABOR RELATIONS

15.1 Subcontractor shall keep a competent English-speaking representative at the job site during all times when Subcontractor's work is in progress. The representative shall be authorized to represent Subcontractor as to all phases of the Work. Prior to commencement of the Work, Subcontractor shall notify Contractor in writing who Subcontractor's representative is to be, and in the event of any change, Subcontractor shall notify Contractor in writing who the new representative is and receive Contractor's reasonable approval of this change prior to such change becoming effective.

15.2 Subcontractor shall comply with all equal employment opportunity and affirmative action requirements promulgated by any government authority, including, without limitation, the requirements of the Civil Rights Act of 1964.

15.3 Subcontractor acknowledges that Contractor is signatory to the labor agreements listed in Section 28. Subcontractor also acknowledges that any of its Work affected by such labor agreements shall comply with the terms and conditions of such labor agreements, as applicable, and that Subcontractor shall at all times conduct its affairs in a manner which will promote harmonious labor relations on the Project. Subcontractor shall comply, without limitation, with the arbitration and other dispute resolution requirements of the labor agreements listed in Section 28, and in particular agrees to comply with the terms and provisions of said agreements set forth in the jurisdiction and scope of work claimed by each of such crafts and the procedure contained therein for resolution of jurisdictional disputes. In the absence of any such procedure, or if such procedure fails to promptly resolve the jurisdictional dispute, Subcontractor agrees, at its own cost and expense, upon request of Contractor, to take any and all lawful steps to secure a binding and final determination of said jurisdictional dispute by the National Labor Relations Board. Subcontractor further promises and agrees that it will bind and require all of its subcontractors and their subcontractors performing job site work of the type covered by any of the labor agreements specified in Section 28 to agree to all of the foregoing promises and undertakings.

15.4 Subcontractor shall comply with and agrees to be bound by all applicable Federal, State, and local laws, and all regulations and ordinances pertaining to the employment of labor, including, but not limited to, all Fair Labor Standards Act provisions and the California Labor Code. Upon request, Subcontractor agrees to submit payroll reports to Contractor in accordance with the provisions of Exhibit C, attached hereto and included in this Agreement by reference. For all Public Works, as defined in California Labor Code section 1720, Subcontractor agrees to comply with all applicable federal, State, and/or local prevailing wage requirements, and further agrees to execute an affidavit signed under penalty of perjury in accordance with the provisions of Exhibit C and in the

form referred to in Exhibit C. Subcontractor's full compliance with all applicable prevailing wage requirements and execution of the required affidavit is a condition precedent to Contractor's obligation to make payments to Subcontractor.

15.5 If a dual gate system is established at the job site, Subcontractor agrees that it will: (1) continue proper performance of its work without interruption or delay; (2) ensure that its employees, visitors and suppliers enter and exit the gate designated for Subcontractor; and (3) comply with all of Contractor's instructions. If Subcontractor fails to comply with this paragraph, Contractor may provide twenty-four (24) hour notice to Subcontractor to correct the problem and/or supply workers to the job. If thereafter, Subcontractor fails to correct the deficiency and diligently perform the Work, Contractor may, at its sole option, elect to have another person, firm or subcontractor temporarily or permanently replace Subcontractor and perform the Work to the satisfaction of Contractor. Subcontractor shall be liable for all costs, delays and/or decreases in value as further provided in this Agreement.

15.6 If any workers performing work covered by this Agreement engage in a strike, sympathy strike, or other work stoppage due to picketing or a labor dispute of any kind, Contractor may, without prejudice to any other remedies it may have, after twenty-four (24) hours' written notice to Subcontractor, (a) provide any such labor and deduct the cost thereof from any monies then due or thereafter to become due Subcontractor or (b) terminate the Subcontractor's right to proceed with the Work, and proceed as provided in Section 16.1.2.

SECTION 16. RECOURSE BY CONTRACTOR

16.1 Failure of Performance.

16.1.1 Notice to Cure. If Subcontractor at any time refuses or neglects to supply enough properly skilled workers and proper materials, or fails to begin its work hereunder when and as required by Contractor, or fails to properly and diligently prosecute the Work in accordance with the Project schedule, or fails to make prompt payment to its workers, subcontractors or suppliers, or becomes delinquent with respect to contributions or payments required to be made to any health and welfare, pension, vacation, apprenticeship or other employee benefit program or trust, or commits material breach of a provision of this Agreement, Subcontractor shall be in Default. If Subcontractor fails to cure the Default within forty-eight (48) hours after receipt of written notice of the Default, or fails to commence and continue satisfactory correction of such Default with diligence and promptness and in accordance with Contractor's direction, then Contractor, without prejudice to any rights or remedies, may:

- (a) provide any work, labor, materials, equipment and other facilities as Contractor deems necessary for the completion of the Work, or any part thereof which Subcontractor has failed to complete or perform, and charge the cost thereof, including a markup of ten percent (10%) for overhead and profit, plus actual attorneys' fees incurred as a result of Subcontractor's failure of performance;
- (b) contract with one or more contractors to perform such part of Subcontractor's Work as Contractor shall determine will provide the most expeditious completion of the Project and charge the cost thereof to Subcontractor; and
- (c) withhold payment of any monies due Subcontractor to the extent required to protect Contractor against any cost, expense, or damage caused by the Default.

In the event of an emergency affecting the safety of persons or property, Contractor may proceed as above without prior notice.

16.1.2 Termination for Default. If Subcontractor fails to commence and satisfactorily continue correction of a Default, then Contractor may terminate Subcontractor's right to perform under this Agreement and use any materials, implements, equipment, appliances or tools furnished by or belonging to Subcontractor to complete the Work without any further compensation to Subcontractor for such use. Contractor also may furnish necessary materials and equipment, and/or employ such workers or subcontractors as Contractor deems necessary to maintain the orderly progress of the Work or the Project.

In such case, Subcontractor shall be entitled to no further payment until the Project has been completed and paid for by the Owner. At that time, all of the costs, damages and expenses incurred by Contractor in performing the Work or as a result of Subcontractor's Default, including a markup of ten percent (10%) for overhead and profit, plus actual attorneys' fees as provided above, shall be deducted from any monies due or to become due Subcontractor. Subcontractor shall be liable for the payment of any expenses which may exceed the unpaid balance of the Subcontract Price. Alternatively, if the Subcontract Price exceeds the foregoing, then the balance shall be paid to Subcontractor.

16.2 Termination for Convenience. Contractor may at any time and for any reason or no reason terminate Subcontractor's services and Work at Contractor's convenience. Cancellation shall be by service of seven (7) days' written notice to Subcontractor's place of business.

16.2.1 Upon receipt of such notice, Subcontractor shall, unless the notice directs otherwise, immediately discontinue the Work and the placing of orders for materials, facilities and supplies in connection with the performance of this Agreement, and shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to Contractor, or at the option of Contractor, give Contractor the right to assume those obligations directly, including all benefits to be derived therefrom. Subcontractor shall thereafter do only such work as may be necessary to preserve and protect the Work already in progress and to protect material and equipment on the Project or in transit thereto.

16.2.2 Upon a Termination for Convenience, Subcontractor shall be entitled to payment, in an amount not to exceed the Subcontract Price, only as follows: (1) the actual cost of the Work completed in conformity with this Agreement; plus (2) such other costs actually incurred by Subcontractor as are permitted by the Prime Contract and approved by Owner; plus (3) ten percent (10%) of the cost of the Work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as are provided in this subparagraph the amount of any payments made to Subcontractor prior to the date of the termination of this Agreement. Subcontractor shall not be entitled to any claim or claim of lien against Contractor or Owner for any additional compensation or damages in the event of such termination and payment.

16.2.3 If this Agreement is terminated by Contractor for default under Section 16.1.2, above, and if it is later determined that the default termination was wrongful, such default termination automatically shall be converted to and treated as a Termination for Convenience under this Section 16.2. In such event, Subcontractor shall be entitled to receive only the amounts payable under this Section 16.2 for a Termination for Convenience and Subcontractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages.

16.3 Grounds for Withholding Payment. Contractor may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment to the extent necessary to protect Contractor from loss, including costs and attorneys' fees, on account of (1) defective work not remedied; (2) claims filed or reasonable evidence indicating probable filing of claim; (3) failure of Subcontractor to make payments properly to its subcontractors or for material, labor or fringe benefits; (4) a reasonable doubt that the Work can be completed for the balance then unpaid; (5) damage to another subcontractor; (6) penalties or damages threatened or assessed against Contractor or Subcontractor for failure of Subcontractor to comply with State, Federal or local laws and regulations; (7) failure of Subcontractor to provide acceptable evidence of insurance in full compliance with the requirements of Section 18 or (8) any other ground for withholding payment allowed by State or Federal law, or as otherwise provided in this Agreement. When the above matters are rectified, such amounts as then due and owing shall be paid or credited to Subcontractor. The amount withheld shall not exceed one hundred fifty percent (150%) of the estimated value of the disputed amount.

16.4 Suspension or Termination of Prime Contract. If for any reason the Prime Contract is suspended or terminated prior to completion of the Project, Subcontractor shall be entitled to payment only for that part of the Work which Subcontractor has actually completed and for which Contractor has received payment from Owner. However, if Contractor receives additional compensation or damages from Owner on account of such suspension or termination, Subcontractor shall be entitled to receive from Contractor that part of the additional compensation or damages which is equitable under the circumstances. This provision shall not require Contractor to make any claim against Owner for additional compensation or damages in the event of suspension or termination, and failure of Contractor to prosecute such a claim against Owner shall not entitle Subcontractor to any claim for additional compensation or damages against Contractor or Owner.

16.5 Bankruptcy

16.5.1 Termination Absent Cure. Upon the appointment of a receiver for Subcontractor or upon Subcontractor making an assignment for the benefit of creditors or if Subcontractor seeks protection under the Bankruptcy Code or commits any other act of insolvency, Contractor may terminate this Agreement upon giving forty-eight (48) hours' written notice, by certified mail, to Subcontractor and its surety, if any. If an order for relief is entered under the Bankruptcy Code with respect to Subcontractor, Contractor may terminate this Agreement by giving forty-eight (48) hours' written notice, by certified mail, to Subcontractor, its trustee, and its surety, if any, unless Subcontractor, the surety, or the trustee:

- (a) promptly cures all defaults;
- (b) provides adequate assurance of future performance;

- (c) compensates Contractor for actual pecuniary loss resulting from such defaults; and
- (d) assumes the obligations of Subcontractor within the statutory time limits.

16.5.2 Interim Remedies. If Subcontractor is not performing in accordance with the schedule of work at the time of entering an order for relief, or at any subsequent time, Contractor, while awaiting the decision of Subcontractor or its trustee to reject or to accept this Agreement and provide adequate assurance of its ability to perform hereunder, may avail itself of such remedies under this Section as are reasonably necessary to maintain the schedule of work.

16.5.3 Contractor may offset against any sums due or to become due Subcontractor all costs incurred in pursuing any of the remedies provided hereunder, including, but not limited to, a markup of ten percent (10%) for overhead and profit plus actual attorneys' fees incurred as a result of Subcontractor's non-performance.

16.5.4 Subcontractor shall be liable for the payment of any amount by which such expenses may exceed the unpaid balance of the Contract Price.

SECTION 17. INDEMNIFICATION

17.1 Subcontractor's Indemnification of Owner, Architect, Contractor and Others. With the exception that this Section 17.1 shall in no event be construed to require indemnification by Subcontractor to a greater extent than permitted under the statutes or public policy of the State of California, Subcontractor shall indemnify and/or save harmless Owner, Architect, Contractor, and any other party that Contractor is required to defend, indemnify and save harmless pursuant to the Contract Documents, including each of their officers, directors, partners, joint venturers, agents, employees, affiliates, parents and subsidiaries, and each of them ("Indemnified Parties"), from and against any and all claims, demands, causes of action, damages, costs, expenses, including expert witness fees, actual attorneys' fees, losses or liability, in law or in equity, of every kind and nature whatsoever (for the purposes of this Section 17, "Claims") arising out of or in connection with Subcontractor's obligations under this Agreement. Subcontractor's duties under this Section 17.1 shall apply to Claims for, but not limited to:

- (a) Personal injury, including, but not limited to, bodily injury, emotional injury, sickness, disease, or death to persons, including, but not limited to, any employees or agents of Subcontractor, Owner, Architect, Contractor, or any other subcontractor and/or damage to property of anyone (including loss of use thereof);
- (b) Damages and penalties imposed on account of any violation of any law, order, citation, rule, regulation, standard, ordinance or statute, caused by the action or inaction of Subcontractor;
- (c) Infringement of any patent rights or copyrights which may be brought against the Indemnified Parties arising out of Subcontractor's Work;
- (d) Claims and liens for labor performed, non-payment or under-payment of wages, fringe or other benefit payments, or contributions by Subcontractor or by a subcontractor at any tier working under Subcontractor, or for materials used or furnished to be used on the Project, including all incidental or consequential damages resulting to Indemnified Parties from such claims or liens;
- (e) Subcontractor's failure to fulfill the covenants set forth in each subpart of Section 15, Labor Relations;
- (f) Failure of Subcontractor to comply with the provisions of Section 18, Insurance;
- (g) Any violation or infraction by Subcontractor of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees, including, but not limited to, the use of Contractor's or other's equipment, hoist, elevators, or scaffolds (See Sections 18 and 22); or
- (h) Any failure or alleged failure to comply with the terms of this Agreement or the Contract Documents.

The indemnification requirements of this Section 17.1 shall extend to Claims occurring after this Agreement is terminated as well as while it is in force. Such indemnity provisions apply to the fullest extent permitted by law, regardless of any passively negligent act or omission of the Indemnified Parties. Subcontractor, however, shall not be obligated to indemnify Owner, Architect or Contractor for Claims arising from the active negligence, sole negligence or willful misconduct of Owner, Architect or Contractor or their agents, employees or independent contractors who are directly responsible to such parties, or for defects in design furnished by such parties, or for Claims that do not arise out of the Subcontractor's scope of work under this Agreement.

Except as otherwise provided by the statutes or public policy of the State of California, Subcontractor's indemnity obligations under this Section 17.1 are not affected by the insurance required elsewhere in the Agreement; nor shall the insurance obligations be limited by these indemnity provisions.

17.2 **Defense of Claims.** Upon receiving written tender of a Claim as defined in Section 17.1, Subcontractor shall elect to do one of the following:

(a) At Subcontractor's own cost, expense and risk, defend (with independent counsel reasonably acceptable to Contractor) the Claim, as provided under California Civil Code sections 2782(e)(1) and 2782.05(e)(1); or

(b) Reimburse Contractor and/or Owner for defense fees and costs, including attorneys' fees, incurred during the defense of the Claim, as provided under California Civil Code sections 2782(e)(2) and 2782.05(e)(2).

Further, Subcontractor shall pay and satisfy any judgment, award, fine penalty or decree that may be rendered against the Indemnified Parties arising out of any such Claim and reimburse the Indemnified Parties for any and all legal expenses incurred by any of them in connection herewith or in enforcing the indemnity granted in this Section 17.

17.3 **Risk of Loss.** All Work performed at the Project, or in preparing or delivering materials or equipment to the Project, shall be at the risk of Subcontractor exclusively until the completed Work is accepted by Owner, Architect and Contractor.

17.4 **Construction of Section.** Notwithstanding any of the provisions of this Section 17, if it is finally determined by a court of competent jurisdiction that any of such provisions are void or unenforceable under governing law, then such provisions shall be deemed stricken from the Agreement and the remaining provisions shall remain in full force and effect and shall be construed to provide for the maximum defense and indemnification obligation by Subcontractor permitted by law.

SECTION 18. INSURANCE

Subcontractor agrees, at its own expense, to procure, maintain in force, and provide evidence to Contractor of such insurance coverage as is required by the Prime Contract and specifically described in Exhibit D, attached hereto and made a part of this agreement by reference. Subcontractor shall not commence any work until it obtains and provides evidence of such insurance to Contractor.

SECTION 19. DISPUTE RESOLUTION

19.1 All claims, disputes or other matters in question between the parties to this Agreement which arise from or in connection with this Agreement shall be resolved as provided in this Section. A "Claim" is a request, demand or assertion by one of the parties seeking an adjustment or interpretation of contract terms, payment of money, extension of time, or other relief with respect to its obligations under the Contract Documents. The term "Claim" also includes other disputes and matters in question between the parties arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim rests with the party making the Claim.

19.2 Initially, and promptly after identification of a Claim, Contractor's project manager and Subcontractor's project representative shall meet face-to-face to review and consider the Claim. This meeting shall occur at the earliest practicable date and shall be for the express purposes of: (1) exchanging and reviewing all pertinent documents and information relating to the matters and issues in dispute; (2) freely and candidly discussing each party's position; and (3) reaching agreement upon a reasonable, compromise resolution of the Claim.

19.3 If the project managers are unable to resolve the Claim and if the Claim is not one that Contractor believes should be submitted to Owner, a senior representative from Contractor and a senior representative from Subcontractor each shall review the Claim in detail and then meet face-to-face to discuss and resolve the matter. This meeting of senior management representatives shall occur no later than fifteen (15) days after the meeting of the project representatives, unless the parties both agree upon a longer period of time. The parties shall promptly designate a senior representative for purposes of this section. Either party may, if necessary, designate a different senior representative at any time during the course of the Project.

19.4 If any Claim not involving the Owner remains unresolved after the meeting of the senior management representatives or subsequent meeting(s) as agreed upon by the parties, Contractor and Subcontractor agree promptly to submit the matter to mediation by an experienced, mutually acceptable mediator. Unless the parties both agree upon a longer period of time, the mediation shall be held no later than sixty (60) days after the meeting of the senior management representatives. No later than thirty (30) days prior to the mediation date, the parties shall exchange in a cooperative and forthright manner all documents, data and information relating to the Claim, excepting only those items protected by the attorney/client or other applicable privilege. The parties shall share equally the mediator's fee for the mediation.

19.5 Contractor and Subcontractor shall not be obligated to resolve disputes arising under this Agreement by arbitration, unless (i) the Prime Contract has an arbitration provision; and (ii) a particular dispute between Contractor and Subcontractor involves issues of fact or law which Contractor is required to arbitrate under the terms of the Prime Contract. If arbitration is required under the terms of this provision, the same arbitrator(s) utilized to resolve the dispute between Owner and Contractor shall be utilized to resolve the dispute under this provision.

19.6 If Contractor and Owner or others arbitrate matters relating to this Subcontract, Subcontractor shall be required, at the request of Contractor, to prepare and present Contractor's case, at Subcontractor's expense, to the extent the proceedings relate to this Subcontract.

19.7 In the event of any dispute or Claim between Contractor and Owner which directly or indirectly involves the Work, or in the event of any dispute or Claim between Contractor and Subcontractor concerning additional compensation or an extension of time under the Contract Documents, or in the event any dispute or Claim arising hereunder involves or is alleged to involve the Owner or its representatives, then the dispute resolution procedures of the Prime Contract (which procedures are incorporated herein as if fully set forth) shall apply and Contractor shall have the right to join the Subcontractor as a party in any dispute resolution procedure (including, without limitation, alternative dispute resolution procedures, binding arbitration or other judicial or non-judicial proceeding) between the Owner and Contractor, together with such other subcontractors or parties as may be appropriate, where in the judgment of Contractor the issues in dispute are related to the work or performance of the Subcontractor. Subcontractor agrees to be bound to Contractor and Contractor agrees to be bound to Subcontractor to the same extent that Contractor is bound to Owner by the terms of the Contract Documents, and by the results of any dispute resolution procedure in the Prime Contract, and by all decisions, findings or determinations made thereunder by a person so authorized, or by any arbitrator, administrative agency or court of competent jurisdiction, whether or not Subcontractor is a party to the proceedings before such person, arbitrator, agency or court. If any dispute or Claim is prosecuted or defended by Contractor, and Subcontractor is not directly a party or litigant, Subcontractor agrees to cooperate fully with Contractor and to furnish all documents, statements, witnesses and other information required by Contractor for such purpose, and shall pay or reimburse Contractor for all expenses and costs, including reasonable attorneys' fees incurred in connection therewith, to the extent of Subcontractor's interest in such Claim or dispute, and Subcontractor shall be bound by any settlement of which it has notice and which is made by Contractor in good faith. It is expressly understood and agreed in connection with the determination of such Claims or disputes that, as to any and all work done and agreed to be done by Subcontractor, and as to any and all materials or services furnished or agreed to be furnished by Subcontractor, and as to any and all damages, if any, incurred by Subcontractor in connection with the Project, Contractor shall never be liable to Subcontractor to any greater extent than Owner is liable to Contractor.

19.8 Subcontractor agrees to timely comply with any claims certification or documentation requirements contained in the Contract Documents or required by applicable law. Subcontractor acknowledges that it has read and is familiar with the provisions of the False Claims Act (California Government Code §12650 et seq.). Submission by Subcontractor of any claim (as the term "claim" is defined in False Claims Act) to Contractor in connection with the Project shall constitute a representation by Subcontractor to Contractor that any such claim is not in any respect in violation of the False Claims Act. Subcontractor further agrees that no action of Subcontractor relating to any such claim shall violate any provision of the False Claims Act. In its sole discretion, Contractor may require Subcontractor to certify under penalty of perjury the validity and accuracy of any claim which Subcontractor wishes to submit to Contractor or Owner. The claims certification shall be in a form satisfactory to Contractor. Subcontractor's compliance with this claims certification requirement shall be a condition precedent to any obligation Contractor otherwise may have to review the claim, make any payment on the claim, or to forward the claim to Owner.

19.9 If Subcontractor submits any Claim which by its nature is a pass through claim, i.e., a claim which if meritorious ultimately should be paid by Owner rather than Contractor, Contractor may, in its sole discretion, require Subcontractor to enter into a pass-through agreement, whereby Contractor authorizes Subcontractor to prosecute the Claim in Contractor's name and Subcontractor agrees that the recovery which it obtains on the Claim will be limited to the amount, if any, it receives from Owner. The terms of any such pass-through agreement shall be satisfactory to Contractor. Subcontractor shall reimburse Contractor for any reasonable attorneys' fees incurred by Contractor in connection with the preparation of the pass-through agreement or on account of the Claim being prosecuted by Subcontractor in Contractor's name. Further, Subcontractor shall defend and indemnify Contractor from and against any cross-claim or counterclaim brought by Owner against Contractor on account of the Claim being pursued by Subcontractor.

19.10 No Claim, dispute or controversy shall interfere with the progress and performance of the Work, and in all instances Subcontractor shall proceed with the Work as directed by Contractor. Any failure of Subcontractor to comply herewith and to proceed with the Work shall automatically be deemed a breach of this Agreement, which shall entitle Contractor to all appropriate remedies, including without limitation those enumerated in Section 16 of this Agreement.

SECTION 20. SAFETY PRACTICES

20.1 Subcontractor shall comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices including the accident prevention and safety program of Owner and Contractor. All of Subcontractor's employees shall possess and wear code-compliant personnel protection equipment (i.e. hardhats, boots, appropriate clothing, safety eyewear, etc.) at all times while working on the Project site. Subcontractor shall conduct inspections to determine that safe working conditions and equipment exist and accepts sole responsibility for providing a safe place to work for its employees and for employees of its subcontractors and suppliers of material and equipment, for adequacy of and required use of all safety equipment and for full compliance with the aforesaid laws, orders, citations, rules, regulations, standards and statutes.

20.2 Subcontractor shall comply with all safety orders given by Contractor should job site conditions require special safety requirements. All employees, suppliers and contractors who provide job site services on behalf of Subcontractor shall furnish and wear protective clothing at all times on the job site. This clothing shall include such items as hard-sole shoes, shirts and hardhats. Absolutely no personnel will be allowed on the job site without a hardhat.

20.3 Subcontractor must report immediately by telephone or messenger to Contractor all accidents whatsoever arising out of, or in connection with the performance of the Work, whether on or adjacent to the site, which cause death, personal injury or serious damage. This initial report is to be promptly followed by a written accident report and accident investigation report. Subcontractor shall also strictly follow all CAL/OSHA accident reporting requirements and follow-up accident investigations. If any claim is made by anyone against Subcontractor or any of its subcontractors or material suppliers on account of any accident, Subcontractor shall promptly report the facts in writing to Contractor, giving full details of the claim.

SECTION 21. WARRANTY

21.1 Subcontractor warrants to Owner, Architect, and Contractor that all materials and equipment furnished shall be new unless otherwise specified and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The warranty provided in this Section 21 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents. The duration of this warranty shall be for the period required by the Contract Documents or the longest period permitted by the law of the State of California, whichever is longer.

21.2 Defective or nonconforming materials or work shall, at Contractor's option, immediately upon discovery be repaired or replaced at Subcontractor's sole expense, to the satisfaction of Owner, Architect, and Contractor. The cost to repair any adjacent work or materials disturbed or damaged during or as a result of any such corrective work also shall be paid by Subcontractor. All corrective work and materials are guaranteed by Subcontractor in the same manner. No inspection, failure of inspection, or payment to Subcontractor shall be deemed a waiver of any of the rights or obligations otherwise arising under this Subcontract. If Subcontractor fails or refuses, within seven (7) days after written demand by Contractor, to correct any defective or nonconforming materials or work, Contractor may, without further notice or demand, cause such defective or nonconforming materials or work to be repaired or replaced by others. Subcontractor shall immediately reimburse Contractor for the cost of such repair or replacement.

SECTION 22. USE OF CONTRACTOR'S EQUIPMENT

If Subcontractor uses any equipment, materials, labor, supplies or facilities owned, leased, or furnished by Contractor, Subcontractor shall reimburse Contractor at market rates. Further, Subcontractor assumes all responsibility for, and shall indemnify Contractor against, claims, actions, liabilities, expenses, and physical damage arising out of or in connection with such use by Subcontractor or its agents, employees, or permittees. If Contractor's employees are used by Subcontractor, Subcontractor shall have full responsibility for all acts or omissions of Contractor's employees with regard to Subcontractor's use or employment of them. Subcontractor accepts any and all of Contractor's equipment, materials, labor, supplies or facilities as furnished. Subcontractor will only be allowed to use Contractor's equipment, materials, labor, supplies, or facilities if approved in writing by Contractor.

SECTION 23. ASSIGNMENT OF CONTRACT

Subcontractor shall not, without Contractor's prior written consent, assign, transfer, or sublet all or any portion or part of the Work, or assign any payments hereunder to others. Contractor may assign or transfer the whole or part of this Subcontract, and its rights hereunder, to any corporation, individual, partnership, or limited liability company.

SECTION 24. INDEPENDENT CONTRACTOR

Subcontractor is an independent contractor and shall, at its sole cost and expense, and without increase in the Subcontract Price, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the Work; obtain all necessary permits, certifications and licenses for the Work; pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries, or other remunerations paid to Subcontractor's employees, whether levied under existing or subsequently enacted laws, rules or regulations. Subcontractor certifies that it has a valid California State Contractor's License, including the proper classification(s), to do the Work, and that the license is current, active, and in good standing. Subcontractor, upon request, shall furnish evidence satisfactory to Contractor that any or all of the foregoing obligations have been fulfilled.

SECTION 25. CLEAN-UP

At all times during the course of construction, Subcontractor shall perform the Work so as to maintain the site in a clean, safe and orderly condition. Contractor may direct Subcontractor to clean its work area at any time Contractor deems it necessary. Upon completion of the Work or a designated portion, Subcontractor shall remove from the site all hazardous materials, temporary structures, debris and waste incident to its operation and clean all surfaces, fixtures, equipment, and other visible components of the Work, and comply with all requirements of the Contract Documents. If Subcontractor fails to perform periodic clean-up, or fails to perform clean-up as directed by Contractor, Contractor may, after giving Subcontractor notice and an opportunity to cure the problem, cause those areas to be cleaned, with all costs associated with this clean-up being charged to Subcontractor.

SECTION 26. EXCUSE, WAIVER

Any act or omission of Contractor which Subcontractor might claim as an excuse for its own failure to perform shall be deemed waived by Subcontractor unless it shall notify Contractor of its intention to assert such excuse within ten (10) days after the occurrence of any such act or omission. No action or failure to act by Contractor shall constitute a waiver of a right or duty afforded it under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach, except as may be specifically agreed in writing. Subcontractor expressly waives the effect of any statutory or common law provision which construes ambiguities in a contract against the party that drafted the contract.

SECTION 27. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California and is deemed entered into and executed in Sacramento, California.

SECTION 28. LABOR AGREEMENTS

Carpenters 46th Northern California Counties Conference Board and Its Affiliated District Councils and Local Unions. Expires June 30, 2023.

Northern California District Council of Laborers of the Laborers International Union of North American AFL-CIO. Expires June 30, 2023.

District Council of Plasterers and Cement Masons of Northern California. Expires June 30, 2023.

SECTION 29. NOTICES

29.1 All notices, requests, documents, approvals and other instruments made, given or delivered pursuant to and in connection with this Agreement shall be in writing. Written notice may be accomplished by personal delivery, by transmitting a copy by facsimile machine, by use of the United States mail, by use of overnight delivery service, by electronic mail ("e-mail") or any standard form of telegraphic communications. The written notice shall become effective when the notice is hand-delivered to the party or its representative at the Project or at the office address of the party appearing on the face of the Agreement, upon transmission by facsimile machine as evidenced by a facsimile confirmation (if transmitted before 5:00 p.m. at the place of delivery on a business day, otherwise on the next business day), two days after mailing by U.S. Mail, or upon the receipt of the notice as evidenced by a delivery receipt. If notice is accomplished by e-mail, the notice shall become effective when the e-mail enters an information processing system that the recipient has designated or uses for the purpose of receiving e-mail, and from which the recipient is able to retrieve the e-mail.

29.2 Upon mutual agreement of the parties, e-mail may be used as a method of Project correspondence. The parties understand and agree that e-mail correspondence is a "writing" under California evidence law, and as such, shall be interpreted with the same force of law as a conventional mailed letter or other forms of conventional written communication.

29.3 The parties may agree to conduct certain Project-related transactions by e-mail, including but not limited to, approvals, rejections, amendments to the Agreement, Change Orders, Construction Change Directives, or orders for minor changes in the Work issued by the Owner or Contractor. In the event the parties so agree, they shall execute a separate and optional agreement, the form of which will be provided by Contractor, the primary purpose of which is to authorize transactions to be conducted by electronic means. The parties shall further subscribe to a mutually agreeable authentication service for the duration of the Project, or such shorter time as the Parties may mutually agree, for the purpose of authenticating digital signatures and verifying that documents related to electronic transactions are not altered once signed. The Parties' agreement to conduct transactions by electronic means shall in no way limit the Parties from conducting such transactions at any time by conventional written means, if they so desire.

29.4 In addition to any other document retention requirements hereunder, the parties specifically agree to retain copies of all electronic records generated in connection with the Project for a period of at least three (3) years, or for such longer period as may be required by law or reasonably requested by Contractor, after the final payment.

29.5 Subcontractor shall, at all times during its Work, have a representative authorized to receive written notices present on the Project site during all normal working hours. In the absence of such a representative, personal delivery is complete when the notice is delivered to any of Subcontractor's supervisors or workers.

SECTION 30. LICENSE LAW

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CA 95826.

SECTION 31. EXECUTION

By their signature below, each of the following individuals represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

DATED: _____

DATED: _____

CONTRACTOR:

SUBCONTRACTOR:

**John F. Otto, Inc. dba
OTTO CONSTRUCTION**

By: _____

By: _____

Name: **Allison Otto**

Name: _____

Title: **President**

Title: _____

1717 2nd St.

Sacramento, CA 95811

(Address)

(Address)

178809 **9/30/2024**

(Contractor's License No.)

(Expiration Date)

(Contractor's License No.)

(Expiration Date)

A, B

(License Classification)

(License Classification)

EXHIBIT A
SCOPE OF WORK

Per plans and specifications, particularly section(s) ..., including Division 00 and 01 requirements as they apply to this scope of work, furnish labor, material, equipment, and supervision to complete all

Including but not limited to:

Clarifications:

Excludes:

Miscellaneous Instructions:

1. Subcontractor is required to submit a copy of its updated and current Injury & Illness Prevention Program and a job specific safety plan to Contractor, as mandated by Title 8, prior to mobilizing on the jobsite. It will be reviewed as required by Construction Safety Orders, Article 3, General Subsection 1509, titled, "Injury and Illness Prevention Program."
2. [Additional project- and site-specific instructions]
3. See Exhibit B – Supplemental Conditions
4. See Exhibit C – Public Works
5. See Exhibit D – Bonds and Insurance
6. See Exhibit E – Skilled & Trained Workforce Requirements
7. See Exhibit F – Project Labor Agreement

EXHIBIT B

SUPPLEMENTAL CONDITIONS

Subcontract Agreement includes the following terms and conditions:

1. Work shall be performed by skilled tradesmen with experience in performing Subcontractor's work.
2. Specifications and drawings will be provided electronically by Contractor. If hard copy plans or specifications are needed, they are available at Subcontractor's expense.
3. All correspondence shall go through Contractor, including but not limited to: submittals, RFIs, letters, memos, telecommunications, and e-mails. Contractor shall be given ample notice and shall approve any contact with the Owner, Architect, engineers, consultants, construction manager or government agencies.
4. All crane and forklift picks must be coordinated in advance with the Contractor's superintendent.
5. Subcontractor, its officers, employees, lower-tier subcontractors and their officers and employees are strictly prohibited from posting documents related to the Project and/or photos or video of the Project or its operations to social media or any other public platform or forum, or otherwise sharing any such documents, photos, or video with anyone not currently employed on the Project, without prior written authorization from Contractor. Any such authorization by Contractor is not to be construed as a blanket approval for the posting or sharing of any and all documents, photos, or video related to the Project. Contractor reserves the right to approve the posting or sharing of individual documents, images, and videos on a case-by-case basis.
6. Subcontractor shall:
 - a. Examine the conditions under which the work is to be installed from a safety and sequential standpoint and notify Contractor in writing immediately if the conditions are unsafe or detrimental to proper performance prior to beginning work. Subcontractor is not to proceed until the required correction has been accomplished or addressed.
 - b. Provide Contractor and other trade subcontractors information (drawings, diagrams, data, templates, dimensions, embedments, etc.) for the purpose of coordinating work with other trade subcontractors. Subcontractor shall coordinate all work with the work of other trades through Contractor for proper function and sequence to avoid misinterpretation, interference, and impact.
 - c. Prepare coordination drawings before beginning fabrication or delivery of materials to the project. Drawings shall include, but not be limited to piping, ducts, conduit, fixtures and equipment for all utilities, and should demonstrate that such items will fit in the space available within the structure.
 - d. Prior to starting work, attend a pre-installation meeting as required by the specifications or as requested by the construction manager or Contractor.
 - e. Provide daily reporting to Contractor's site personnel, including crew roster.
 - f. Have a qualified superintendent or foreman on site at all times while performing any work.
 - g. Attend weekly coordination meetings as required.
 - h. Furnish two (2) copies each of Safety Data Sheets (SDS) for all materials and products used in performance of the work.
 - i. Furnish and install structural backing required for mounting and installing own equipment prior to framing activities being performed.
 - j. Provide all detailed layout from the indicated benchmark and control points as needed to perform its work.
 - k. Provide seismic calculations for mounting own work and equipment as required.
 - l. Provide sleeving, fire stopping, fire caulking, and access panels as required.
 - m. Welding certificates as indicated and required.
 - n. Provide fire watch for all welding and hot work activities.
 - o. Field-verify dimensions, materials, and conditions prior to beginning its work.
 - p. Provide daily cleanup of work areas, and place debris in trash bins provided by Contractor. Subcontractor shall be required to haul from the jobsite all materials and debris not normally associated with dumpster refuse, including, but not limited to material/debris type, composition, weight, and/or size at their own expense.
 - q. Comply with onsite recycling/garbage program by depositing debris generated by its work activities in designated bins provided by others.
 - r. Keep parking lot and sidewalks clean from soil deposits and other debris relating to own work.
 - s. Provide traffic plans and traffic controls as required during the delivery and performance of its work; secure street closure permits as required to perform its work; provide flagman, safety signs, flashers and barricades necessary to control pedestrian and vehicular traffic.
 - t. Provide dewatering, dust control, and/or soil stabilization as required for its work.
 - u. Provide electrical cords to distribute power to its work. Temporary electrical distribution boxes will be provided by others at fixed locations.

EXHIBIT B

SUPPLEMENTAL CONDITIONS

- v. Provide task lighting for work activities. Contractor shall provide access lighting.
 - w. Provide temporary utilities if required during shutdown periods caused by its work.
 - x. Submit to Contractor a written request for coordination and approval prior to removing any safety barrier and/or guardrail. Subcontractor shall be responsible to provide an alternate approved means of safety precaution and/or a full-time watchman for the duration that the safety barrier and/or guardrail are removed.
 - y. Remove and replace by day's end any site perimeter fencing necessary to perform its work.
 - z. Coordinate work to minimize impact on SWPPP items; replace any damaged SWPPP items and notify the on-site superintendent before leaving the site.
 - aa. Furnish trench plate(s) as required, as it relates to its work.
 - bb. Perform pre-tests prior to requesting inspections.
 - cc. Assist testing lab as required to minimize inspection time.
 - dd. Pay for additional testing for corrective work.
 - ee. Update as-built drawings weekly at Contractor's onsite trailer.
 - ff. Provide guarantees, warranties, operation and maintenance manuals, Owner training (including demonstration/training of all equipment and systems operation and maintenance procedures) extra materials, and as-builts, as required.
 - gg. Provide identification including but not limited to labels, underground line warning tape, engraved nameplates and signs as required.
 - hh. Provide a schedule of values and cost-loaded schedule information for approval immediately upon receiving this fully executed Agreement.
7. Payment Compliance:
- a. Subcontractor shall submit a draft copy of its monthly invoice by the 20th of each month to Contractor's Accounting Department for review and approval. **E-mail to ap@ottoconstruction.com.**
 - b. Billings must be submitted using or accompanied by the Application for Payment form, for work performed through the last working day of the month being invoiced
 - c. After approval Contractor's project manager, forward the original invoice to Contractor's main office by the 5th of the following month.
 - d. In conjunction with the conditions of Section 4 of the Subcontract Agreement, no payments will be made to Subcontractor until the following items are in place:
 - i. The subcontract agreement has been fully executed
 - ii. Change Orders for which payment is being requested are fully executed
 - iii. Acceptable certificates of insurance and endorsements are provided and current
 - iv. Valid lien releases are provided from Subcontractor and Subcontractor's supplier(s) and lower-tier subcontractor(s) (each month)
 - v. Proof of payment of union fund contributions (if applicable)
 - vi. Certified payroll and other legally required public works paperwork is in compliance (if applicable)
 - vii. All compliance items required by this project have been submitted using the correct forms
 - viii. In addition to the items listed above, before final payment will be made, Subcontractor and its lower-tier subcontractors must each provide Contractor with a completed and signed Affidavit of Compliance with California Skilled and Trained Workforce Requirements (included in Exhibit E).
 - e. Joint checks will be issued for final payments to Subcontractor and its suppliers and sub-tier contractors who have filed a preliminary notice. Subcontractor's suppliers and sub-tier contractors who have not filed a preliminary notice but have provided the proper conditional final lien release will be issued a joint check if there are available funds due to Subcontractor. Direct checks for the final balance will be issued to Subcontractor if Contractor has received unconditional final lien releases from Subcontractor's suppliers and sub-tier contractors.
 - f. Payments for materials or equipment stored at the Project site shall be conditioned upon submission of bills of sale and Owner's approval.
8. Subcontractor Change Orders (SCOs):
- a. Cost quotations for change orders shall include an itemized breakdown of labor, material, equipment and services (including all taxes). Cost quotations from lower-tier subcontractors are required.
 - b. Overhead shall include preparation of all paperwork relating to the changes in the work, including field review, estimating, cost breakdowns, coordination and supervision of both office and field, trucks, gas, maintenance, small tools, incidentals, consumables, warranties and insurance.

EXHIBIT C

Special Provisions for Public Works Projects

1. REPORTS

1.1 Subcontractor and its subcontractors shall furnish weekly Certified Payroll Reports to LCP Tracker. These reports are due within seven (7) days of the ending of the payroll period. A statement of fringe benefits paid is due with the first certified payroll report and any time fringe benefit amounts change, if fringe benefits are paid to an approved plan, fund or program. As required by sections 1770 and following, of the California Labor Code, Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Subcontractor shall execute and submit the form and an affidavit signed under penalty of perjury confirming that Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on the public works project and any amounts due pursuant to Labor Code section 1813. Subcontractor's full compliance with all applicable prevailing wage requirements and execution of the required affidavit and reporting form are conditions precedent to Contractor's obligation to make payments to Subcontractor. These provisions are only applicable to Public Works, as defined in Labor Code section 1720.

1.2 Employment Utilization Reports are due to Contractor's main office by the fifteenth (15th) day of each month for the previous month.

1.3. Subcontractor's payments will be withheld until required certified payroll and employment utilization reports, if required, are received and approved.

1.4 Subcontractor will comply with and execute all forms referenced, including Forms DAS 140, DAS 142, and CAC 2. Subcontractor must show proof that Form DAS 140 was properly filed and a request for dispatch of apprentices was made before starting work on the Project.

2. ATTACHMENTS AND INCORPORATED DOCUMENTS

Attached hereto and made a part of this Agreement are the following documents:

- (1) Summary of LCP Tracker Requirements
- (2) Attachment C-1: Subcontract Addendum for California Prevailing Wage Projects
- (3) LCP Tracker Introduction & Quick Start Guide
- (4) LCP Tracker Setup Worksheet

Subcontractor shall physically insert in each of its subcontracts the provisions of the above-listed documents, and require each of its subcontractors to include this item in any lower-tier subcontracts that may be made. This item shall in no instance be incorporated solely by reference.

LABOR COMPLIANCE REQUIREMENTS

All reports are to be submitted through LCP Tracker, a web-based compliance program employed by Otto Construction. A reference guide is included in the contract package. No hard copies are required. A user name and password will be emailed to you if you are a new LCP Tracker user.

Forms can be found in LCP Tracker eDocuments
Upload Items 1 and 2 before starting work at the jobsite

Prior to construction:

1. ***Fringe Benefit Statement***
 - Upload to LCP Tracker before starting work at the jobsite and after any change occurs.
 - Must be re-submitted when wage rates are updated or if there is any change in fringe benefits, with effective dates.
2. ***Public Works Contract Award Information Form DAS 140***
 - After uploading the DAS140 to LCP Tracker, mail the original(s) to the appropriate Joint Apprentice Training Committee(s). LCP Tracker does not automatically transmit this form to the Committee(s).
3. ***If you have sub-tier contractors who will be performing labor, enroll them in LCP Tracker***
 - Go to “Set Up,” “Subcontractor Set Up” and “Add/Edit Contractor.” Enter all information with asterisks. Go back to “Contractor Assignment” and save to the specific project.
 - LCP Tracker will send password information to your subcontractor via email when the assignment is complete.
 - Sub-tier contractors performing labor at the jobsite must meet all compliance & insurance requirements. Pass on all information you have received.
4. ***Establish an “e-signature”***
 - Log into LCP Tracker and go to the blue “Set Up” tab at the top of the page. Click on “Edit E-Signature.” Establish a password that will become a digital electronic stamp substituted for a wet certification signature on your certified payroll.
5. ***Register with the DIR***
 - Go to <http://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The online application along with instructions for completing it can be found there.

Attachment C-1

OTTO CONSTRUCTION

SUBCONTRACT ADDENDUM FOR CALIFORNIA PREVAILING WAGE PROJECTS

1. The following provisions of California Labor Code sections 1725.5, 1771, 1775, 1776, 1777.5, 1813 and 1815 are incorporated into this Agreement. Subcontractor agrees to comply with all of the above-referenced provisions applicable to the performance of its Work on the Project described in this Agreement.
2. Prior to receiving final payment for Work performed on this Project, Subcontractor must sign and deliver to Contractor the attached affidavit, stating under penalty of perjury that Subcontractor has paid the specified general prevailing rate of per diem wage to all of Subcontractor's employees on the Project and any amounts due pursuant to section 1813.
3. Subcontractor agrees to indemnify and hold Contractor harmless from any fines, forfeitures, damages, liabilities, losses, penalties, assessments, attorneys' fees, costs and any other expenses arising out of, or connected in any way to, Subcontractor's alleged or actual failure to comply with the above-referenced California Labor Code provisions.

LABOR CODE PROVISIONS

1725.5. Registration with the Department of Industrial Relations

A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

- (1) Beginning July 1, 2014, register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of three hundred dollars (\$300) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.
- (2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:
 - (A) Workers' Compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation Insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.
 - (B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.
 - (C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.
 - (D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
 - (E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

- (i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.
 - (ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.
- (d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:
- (1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.
 - (2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.
 - (3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2) of this subdivision.
- (e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work, as defined in this chapter, entered into on or after April 1, 2015.

1771. Requirement of prevailing local rate for work under contract.

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

1775. Forfeiture for paying less than prevailing rate; Rights of workers.

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$ 50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

- (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

1776. Payroll record of wages paid; Inspection; Forms; Effect of noncompliance; Penalties.

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(i) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

1777.5. Employment of apprentices on public works.

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the

area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
- (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
- (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
- (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) All decisions of an apprenticeship program under this section are subject to Section 3081.

1813. Penalty when workman required to work excess hours; Stipulation in contract; Cognizance and report of violations.

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

1815. Work performed in excess of specified hour limitations; Compensation.

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

EXHIBIT D

BOND AND INSURANCE REQUIREMENTS

- 1) Bonds. Payment and performance bonds are [not] required of Subcontractor under this Agreement.
- 2) Casualty Insurance. Subcontractor shall, at its expense, procure and maintain insurance on all of its operations, from companies licensed and qualified in California, having a minimum A.M. Best rating of A-VII, acceptable to Contractor, and satisfying all requirements of the Prime Contract, as follows (if higher limits or different requirements are stated in the Prime Contract Documents, those requirements shall control):
 - A. Worker's Compensation and Employer's Liability Insurance.
 - i. Worker's compensation insurance shall be provided as required by any applicable law or regulation.
 - ii. Employer's Liability insurance shall be provided in amounts not less than:
 - \$1,000,000 each accident for bodily injury by accident
 - \$1,000,000 policy limit for bodily injury by disease
 - \$1,000,000 each employee for bodily injury by disease
 - iii. If there is an exposure of injury to Subcontractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act or other Federal Acts or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
 - iv. The policies shall contain a Waiver of Subrogation in favor of the Contractor and Owner and other indemnified parties.
 - B. General Liability Insurance.
 - i. Subcontractor shall carry Commercial General Liability insurance covering all operations by or on behalf of Subcontractor providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - premises and operations;
 - products and completed operation, which shall:
 - cover materials designed, furnished and/or modified in any way by a Subcontractor;
 - have a separate aggregate limit at least equal to the CGL per occurrence limit;
 - be maintained through the longer of the statute of limitations or repose for Construction Defect claims in the state where the work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds; and
 - cover independent subcontractors.
 - contractual liability insuring the obligations assumed by the Subcontractor in this Agreement in a form at least as broad as ISO CG 0001;
 - broad form property damage (including completed operations);
 - explosion, collapse and underground hazards; and
 - personal injury liability.
 - ii. Subcontractors Commercial General Liability policy, shall have limits of liability not less than:
 - \$2,000,000 each occurrence
 - \$2,000,000 for personal injury liability
 - \$4,000,000 aggregate for products-completed operations
 - \$4,000,000 general aggregate
 - iii. The following parties shall be named as additional insureds ("Additionally Insured Parties") under the Commercial General Liability insurance:
 - John F. Otto, Inc. dba Otto Construction
 - Sacramento City Unified School District, its Board Members, employees and agents, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s)
 - Nacht & Lewis Architects

EXHIBIT D

BOND AND INSURANCE REQUIREMENTS

- iv. The Additional Insured Endorsement(s) shall be at least as broad as ISO Form CG 20 10 07 04 ("Additional Insured – Owners Lessees or Contractors") and ISO Form CG 20 37 07 04 ("Additional Insured – Completed Operations") or comparable form(s) accepted in writing by Contractor.
 - v. Coverage shall apply on a primary and non-contributory basis and any other insurance carried by the Additionally Insured Parties will be excess only.
 - vi. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Subcontractor or any of its subcontractors.
 - vii. Subcontractor shall not provide general liability insurance under any Claims Made Commercial General Liability form, or modified occurrence form.
 - viii. The policy shall contain a Waiver of Subrogation in favor of the Additionally Insured Parties.
 - ix. The general aggregate limit shall apply on a per-project basis.
 - x. The insurance shall provide coverage for completed operations for all additional insureds for four (4) years following completion of the Project. Additionally, Subcontractor shall maintain commercial liability insurance with the coverages stated in this section, including products-completed operations, and contractual liability, for a period of ten (10) years following completion of the Project.
 - xi. Subcontractor shall be responsible for all premiums, deductibles, and self-insured retention. All deductibles or self-insured retentions over \$25,000 must be approved by Contractor, in writing.
- C. Umbrella/Excess Liability. Subcontractor shall carry Umbrella or Excess Liability coverage with the following minimum limit:
- i. Subcontract Amount (including SCOs) up to 10% of the Prime Contract amount: **Five Million Dollars (\$5,000,000)**.
 - ii. Subcontract Amount (including SCOs) over 10% of the Prime Contract amount: **Ten Million Dollars (\$10,000,000)**.
 - iii. The policy shall be at least following form to the primary policies and shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- D. Automobile Liability Insurance.
- i. Subcontractor shall procure and maintain automobile liability insurance, including coverage for all owned, hired, and non-owned automobiles. The limits of liability shall be no less than **Two Million Dollars (\$2,000,000)** combined single limit each accident for bodily injury and property damage.
 - ii. The Additionally Insured Parties, named above in Section 2(b)(iii), shall also be named as additional insureds on Subcontractor's Automobile Liability Insurance.
 - iii. This policy shall also contain a Waiver of Subrogation in favor of the Additionally Insured Parties.
- E. Professional Liability Insurance. In the event Subcontractor is performing design or engineering services under this Agreement, professional liability insurance is required with a limit of liability of not less than **One Million Dollars (\$1,000,000)** per occurrence or claim. Coverage will be maintained for four (4) years or for the period of the statute of limitations or repose for Design Defect claims in the state where the work is performed, whichever is period longer. Subcontractor shall require all of its subcontractors with design or engineering responsibilities to procure identical professional liability insurance.
- F. Property Insurance.
- i. Contractor and Subcontractor waive all rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by Builder's Risk or any other property or equipment insurance applicable to the Project, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.
 - ii. If Builder's Risk insurance purchased by Owner or Contractor provides coverage for Subcontractor for loss or damage of Subcontractor's Work, Subcontractor shall be responsible for the insurance policy deductible or self-insured retention amount applicable to damage to Subcontractor's Work and/or damage to other work caused by Subcontractor.

EXHIBIT D

BOND AND INSURANCE REQUIREMENTS

- iii. If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Contract Documents, Subcontractor shall procure and maintain at its own expense property and equipment insurance for portions of Subcontractor's Work stored off the site or in transit.
 - iv. If Owner and Contractor have not purchased Builder's Risk or equivalent insurance including the full insurable value of Subcontractor's Work, then Subcontractor may procure such insurance at its own expense as will protect the interests of Subcontractor, and its subcontractors in the Work. Such insurance shall also apply to any of Owner's or Contractor's property in the care, custody or control of Subcontractor.
- G. Environmental/Pollution Insurance.
- i. If Subcontractor's Work includes the handling, transportation, and/or disposal of hazardous materials, Subcontractor shall procure, maintain, and keep in force at all times during the term of this Agreement, at Subcontractor's sole expense, Environmental Liability insurance which includes coverage for sudden and accidental pollution arising out of the handling of hazardous materials or hazardous wastes, and coverage for liability arising out of the handling of asbestos, in the types and amounts outlined in the Prime Contract. If coverage for Environmental Liability insurance is written on a claims-made form, the following provisions apply:
 - 1. The "Retro Date" must be shown, and must be on or before the date of the beginning of the Work.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the term of the Prime Contract.
 - 3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" on or prior to beginning of the Work, Subcontractor must purchase "extended reporting" coverage for a minimum of one (1) year after the completion of the term of the Prime Contract.
- H. Certificates of Insurance.
- i. Certificates of insurance including copies of the Additional Insured endorsement(s), as evidence of the insurance required by this Agreement, shall be furnished by Subcontractor to Contractor before any work hereunder is commenced by Subcontractor. The certificates of insurance shall reflect all exclusions not contained in the CG 00 01 policy form. Subcontractor shall have a continuing duty to provide evidence of current insurance coverage compliant with this Agreement.
 - ii. Contractor may take such steps as are necessary to assure Subcontractor's compliance with its obligations under Section 18. In the event Subcontractor fails to maintain any insurance coverage required under this Agreement, Contractor may withhold payment until compliance is completed, obtain and maintain such coverage and charge the expense to Subcontractor, or terminate this Agreement. Subcontractor shall require each of its subcontractors to procure and maintain insurance of the types and in the amounts specified herein, or shall insure the activities of its subcontractors in its own policy in like amount.
 - iii. The required insurance shall be subject to the approval of Contractor, but any acceptance of insurance certificates by Contractor shall in no way limit or relieve Subcontractor of the duties and responsibilities by it in this Agreement. If higher limits or other forms of insurance are required in the Prime Contract Documents, Subcontractor shall comply with such requirements.
- I. Subcontractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement and the insurance provisions of this Agreement shall likewise not be limited by the indemnity provisions of this Agreement.
 - J. Contractor shall be provided with thirty (30) days' prior written notice of cancellation or material change in the policy language or terms.
- K. Waiver. Failure of Contractor to enforce in a timely manner any of the provisions herein shall not act as a waiver to enforcement of any of these provisions at a later date in the performance of this Agreement. Any exceptions to the provisions herein must be delineated in the Contract Documents.
- L. The Contractor may, in its sole discretion, accept the Umbrella/Excess Liability Insurance Policy that brings Subcontractor's primary limits to the minimum requirements stated herein.

EXHIBIT E

Skilled and Trained Workforce Requirements

1. PUBLIC CONTRACT CODE CHAPTER 2.9 COMPLIANCE

- 1.1 Compliance with Public Contract Code Chapter 2.9, is required on the Project. Pursuant to this statute, Contractor has provided to the Owner an enforceable commitment that the Contractor will comply with the statute and that every trade and specialty subcontract awarded will be subject to the requirements in Public Contract Code Chapter 2.9 with respect to a skilled and trained workforce including, without limitation, the requirement that specified percentages of the workforce, which percentages change over time, must be graduates of an approved apprenticeship program.
- 1.2 As part of this commitment, Subcontractor and its subcontractors at every tier will comply with the requirements of Public Contract Code Chapter 2.9 and will provide to Contractor, to be forwarded on to Owner, on a monthly basis while the Work is being performed, a **Monthly Skilled and Trained Workforce Report** demonstrating that Subcontractor and its lower-tier subcontractors are in compliance with these requirements. This report shall be **due no later than the 10th of the month** following the month being reported.
- 1.3 If the required report for any given month shows the required percentages were not met during that month, then Subcontractor shall provide an explanation on the Monthly Skilled and Trained Workforce report as to why the percentages were not met and how they will be met by the end of the onsite phase of the Work. If the Contractor and Owner are not reasonably assured by Subcontractor that compliance will be achieved by the end of the onsite phase of the Work, then Contractor may terminate the Agreement.
- 1.4 Failure to provide the Monthly Skilled and Trained Workforce Report for any given month in a timely manner shall be held as grounds for Contractor to withhold payment from Subcontractor. No further payment shall be made unless and until the required report(s) has been submitted. If Subcontractor fails on more than one occasion to provide the required Monthly Skilled and Trained Workforce Report or fails to provide any missing report within thirty (30) calendar days after its original due date, in addition to withholding payment, the Contractor may terminate the Agreement and/or exercise any other rights under the Agreement and/or law. All such remedies are cumulative.

2. ATTACHMENTS AND INCORPORATED DOCUMENTS

Attached hereto and made a part of this Agreement are the following documents:

- (1) Summary of Public Contract Code Chapter 2.9 Requirements
- (2) Monthly Skilled and Trained Workforce Report

- 2.1 Subcontractor shall physically insert in each of its subcontracts the provisions of the above-listed documents, and require each of its subcontractors to include this item in any lower-tier subcontracts that may be made. This item shall in no instance be incorporated solely by reference.

SUMMARY OF PUBLIC CONTRACT CODE CHAPTER 2.9 REQUIREMENTS

1. All non-apprentice labor shall have the skills of a journeyman in the applicable trade. All workmanship shall be of the highest quality and finish in all respects.
2. All of the workers on the Project must be either "skilled journeymen" or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations ("Chief"). A "skilled journeyman" is a worker that either a) graduated from an apprenticeship program for the applicable occupation that was approved by the Chief or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor, or b) has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the Chief. In addition, the following percentages of the skilled journeymen employed to perform work on the Project must be graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor:
 - On or after January 1, 2017: thirty percent (30%) or more;
 - On or after January 1, 2018: forty percent (40%) or more;
 - On or after January 1, 2019: fifty percent (50%) or more; and
 - On or after January 1, 2020: sixty percent (60%) or more.
3. For an apprenticeable occupation in which no apprenticeship program had been approved by the Chief before January 1, 1995, up to one-half of the graduation percentage requirements above may be satisfied by skilled journeymen who commenced working in the apprenticeable occupation before the Chief's approval of an apprenticeship program for that occupation in which the Project is located.
4. For reference, below is a reproduction of California Public Contract Code Chapter 2.9.

PUBLIC CONTRACT CODE CHAPTER 2.9

"Skilled and Trained Workforce Requirements"

2600.

(a) This chapter applies when a public entity is required by statute or regulation to obtain an enforceable commitment that a bidder, contractor, or other entity will use a skilled and trained workforce to complete a contract or project.

(b) A public entity may require a bidder, contractor, or other entity to use a skilled and trained workforce to complete a contract or project regardless of whether the public entity is required to do so by a statute or regulation.

2601.

For purposes of this chapter:

(a) "Apprenticeable occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.

(b) "Chief" means the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations.

(c) "Graduate of an apprenticeship program" means either of the following:

(1) An individual that has been issued a certificate of completion under the authority of the California Apprenticeship Council for completing an apprenticeship program approved by the chief pursuant to Section 3075 of the Labor Code.

(2) An individual that has completed an apprenticeship program located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

(d) "Skilled and trained workforce" means a workforce that meets all of the following conditions:

(1) All the workers performing work in an apprenticeable occupation in the building and construction trades are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the chief.

(2)

(A) For work performed on or after January 1, 2017, at least 30 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation. This requirement shall not apply to work performed in the occupation of teamster.

(B) For work performed on or after January 1, 2018, at least 40 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation, except that the requirements of subparagraph (A) shall continue to apply to work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.

(C) For work performed on or after January 1, 2019, at least 50 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation, except that the requirements of subparagraph (A) shall continue to apply to work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.

(D) For work performed on or after January 1, 2020, at least 60 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation, except that the requirements of subparagraph (A) shall continue to apply to work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.

(3) For an apprenticeable occupation in which no apprenticeship program had been approved by the chief before January 1, 1995, up to one-half of the graduation percentage requirements of paragraph (2) may be satisfied by skilled journeypersons who commenced working in the apprenticeable occupation before the chief's approval of an apprenticeship program for that occupation in the county in which the project is located.

(4) The apprenticeship graduation percentage requirements of paragraph (2) are satisfied if, in a particular calendar month, either of the following is true:

(A) At least the required percentage of the skilled journeypersons employed by the contractor or subcontractor to perform work on the contract or project meet the graduation percentage requirement.

(B) For the hours of work performed by skilled journeypersons employed by the contractor or subcontractor on the contract or project, the percentage of hours performed by skilled journeypersons who met the graduation requirement is at least equal to the required graduation percentage.

(5) The contractor or subcontractor need not meet the apprenticeship graduation requirements of paragraph (2) if, during the calendar month, the contractor or subcontractor employs skilled journeypersons to perform fewer than 10 hours of work on the contract or project.

(6) A subcontractor need not meet the apprenticeship graduation requirements of paragraph (2) if both of the following requirements are met:

(A) The subcontractor was not a listed subcontractor under Section 4104 or a substitute for a listed subcontractor.

(B) The subcontract does not exceed one-half of 1 percent of the price of the prime contract.

(e) "Skilled journeyperson" means a worker who either:

(1) Graduated from an apprenticeship program for the applicable occupation that was approved by the chief or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

(2) Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the chief.

2602.

(a) When a contractor, bidder, or other entity is required to provide an enforceable commitment that a skilled and trained workforce will be used to complete a contract or project, the commitment shall be made in an enforceable agreement with the public entity or other awarding body that provides both of the following:

(1) The contractor, bidder, or other entity, and its contractors and subcontractors at every tier, will comply with this chapter.

(2) The contractor, bidder, or other entity will provide to the public entity or other awarding body, on a monthly basis while the project or contract is being performed, a report demonstrating compliance with this chapter.

(b) If the contractor, bidder, or other entity fails to provide the monthly report required by this section, or provides a report that is incomplete, the public agency or other awarding body shall withhold further payments until a complete report is provided. If a monthly report is incomplete due to the failure of a subcontractor to timely submit the required information to the contractor, bidder, or other entity, the public agency or awarding body shall only withhold an amount equal to 150 percent of the value of the monthly billing for the relevant subcontractor. If a public agency or other awarding body withholds amounts pursuant to this subdivision, the contractor, bidder, or other entity shall be entitled to withhold the same amount from the subcontractor until the subcontractor provides the contractor, bidder, or other entity a complete report, and the public agency or awarding body subsequently pays the contractor, bidder, or other entity the withheld payments. If the contractor, bidder, or other entity substitutes a subcontractor pursuant to Chapter 4 (commencing with Section 4100) for failure to provide a complete report, and the contractor, bidder, or other entity replaces the subcontractor with one that provides an enforceable commitment that a skilled and trained workforce will be used to complete the contract or project, the public agency or awarding body shall immediately resume making payments to the contractor, bidder, or other entity, including all previously withheld payments.

(c) If a monthly report does not demonstrate compliance with this chapter, the public agency or other awarding body shall do all of the following:

(1) Withhold further payments until the contractor, bidder, or other entity provides a plan to achieve substantial compliance with this chapter, with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. All of the following shall apply to the withholding of payments under this paragraph:

(A) The public agency or awarding body shall withhold an amount equal to 150 percent of the value of the monthly billing for the entity that failed to comply with this chapter, or 150 percent of the value of the monthly billing for the subcontractor that failed to comply with this chapter. If a public agency or other awarding body withholds amounts pursuant to this paragraph, the contractor, bidder, or other entity shall be entitled to withhold the same amount from the subcontractor that did not demonstrate compliance with this chapter.

(B) If the contractor, bidder, or other entity substitutes a subcontractor pursuant to Chapter 4 (commencing with Section 4100) for failure to demonstrate compliance, and the contractor, bidder, or other entity replaces the subcontractor with one that provides an enforceable commitment that a skilled and trained workforce will be used to complete the contract or project, the public agency or awarding body shall immediately resume making payments to the contractor, bidder, or other entity, including all previously withheld payments.

(C) If a contractor, bidder, or other entity submits to the public agency or awarding body a plan to achieve substantial compliance with this chapter, the public agency or awarding body shall immediately resume making payments to the contractor, bidder, or other entity, including all previously withheld payments unless, within a reasonable time, the public agency or awarding body rejects the plan as insufficient and explains the reasons for the rejection.

(2) Forward a copy of the monthly report to the Labor Commissioner for issuance of a civil wage and penalty assessment in accordance with Section 2603.

(3) Forward to the Labor Commissioner a copy of the plan, if any, submitted by the contractor, bidder, or other entity to achieve substantial compliance with this chapter and the response to that plan, if any, by the public agency or awarding body.

(d) A monthly report provided to the public agency or other awarding body shall be a public record under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and shall be open to public inspection.

2603.

(a) If the Labor Commissioner or his or her designee determines after an investigation that a contractor or subcontractor failed to use a skilled and trained workforce in accordance with this chapter, the contractor or subcontractor responsible for the violation shall forfeit, as a civil penalty to the state, not more than five thousand dollars (\$5,000) per month of work performed in violation of this chapter. A contractor or subcontractor that commits a second or subsequent violation within a three-year period shall forfeit as a civil penalty to the state the sum of not more than ten thousand dollars (\$10,000) per month of work performed in violation of this chapter.

(b) For the purposes of this section:

- (1) "Any interest" shall have the same meaning as in subdivision (h) of Section 1777.1 of the Labor Code.
- (2) "Contractor or subcontractor" shall have the same meaning as in subdivision (g) of Section 1777.1 of the Labor Code.
- (3) "Entity" shall have the same meaning as in subdivision (i) of Section 1777.1 of the Labor Code.

(c) The amount of any monetary penalty may be reduced or waived by the Labor Commissioner if the amount of the penalty would be disproportionate to the severity of the violation. The Labor Commissioner shall consider, in setting the amount of a monetary penalty, all of the following circumstances:

- (1) Whether the violation was intentional.
- (2) Whether the contractor or subcontractor has committed other violations of this chapter or of the Labor Code.
- (3) Whether, upon notice of the violation, the contractor or subcontractor took steps to voluntarily remedy the violation.
- (4) The extent or severity of the violation.
- (5) Whether a contractor or subcontractor submitted and followed a plan to achieve substantial compliance with this chapter.

(d) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741 of the Labor Code, upon determination of penalties assessed under subdivision (a). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742 of the Labor Code. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, shall apply.

(e) The determination of the Labor Commissioner as to the amount of the penalty imposed under subdivision (a) shall be reviewable by the Director of Industrial Relations only for an abuse of discretion.

(f) If a subcontractor is found to have violated this chapter, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of the subcontractor's failure to comply with this chapter or unless the prime contractor fails to comply with any of the following requirements:

- (1) For contracts entered into on or after January 1, 2019, the contract executed between the contractor and the subcontractor for the performance of work on the project shall include a copy of this chapter.
- (2) The contractor shall periodically monitor the subcontractor's use of a skilled and trained workforce.
- (3) Upon becoming aware of a failure of the subcontractor to use a skilled and trained workforce, the contractor shall take corrective action, including, but not limited to, retaining 150 percent of the amount due to the subcontractor for work performed on the project until the failure is corrected.
- (4) Prior to making the final payment to the subcontractor for work performed on the project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has met the requirements of this chapter.

(g) The Labor Commissioner shall notify the prime contractor within 15 days of the receipt by the Labor Commissioner of a complaint that a subcontractor violated this chapter.

(h) Whenever a contractor or subcontractor is found by the Labor Commissioner to be in violation of this chapter with intent to defraud, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period of not less than one year or more than three years to do either of the following:

- (1) Bid on or be awarded a contract for a public works project.
- (2) Perform work as a subcontractor on a public works project.

(i) Whenever a contractor or subcontractor is found by the Labor Commissioner to have committed two or more separate willful violations of this chapter within a three-year period, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period of up to three years to do either of the following:

- (1) Bid on or be awarded a contract for a public works project.
- (2) Perform work as a subcontractor on a public works project.

(j) The debarment procedures adopted by the Labor Commissioner pursuant to Section 1777.1 of the Labor Code shall apply to any finding made under subdivisions (h) or (i) of this section.

(k) The Labor Commissioner shall publish on the commissioner's Internet Web site a list of contractors who are ineligible to bid on or be awarded a public works contract, or to perform work as a subcontractor on a public works project pursuant to this section. The list shall contain the name of the contractor, the Contractors' State License Board license number of the contractor, and the effective period of debarment of the contractor. Contractors shall be added to the list upon issuance of a debarment order and the commissioner shall also notify the Contractors' State License Board when the list is updated. At least annually, the commissioner shall notify awarding bodies of the availability of the list of debarred contractors.

(l)

- (1) If a public entity or awarding body that is required to obtain an enforceable commitment that a skilled and trained workforce will be used to complete a contract or project receives a monthly report which does not demonstrate compliance with the skilled and trained workforce requirements of subdivision (c) of Section 10506.6, Section 10506.8, Section 10506.9, or subdivision (c) of Section 20928.2 of this code, Article 9 (commencing with Section 388) of Chapter 2.3 of Part 1 of Division 1 of the Public Utilities Code, or subparagraph (B) of paragraph (8) of subdivision (a) of Section 65913.4 or subparagraph (B) of paragraph (4) of subdivision (f) of Section 66201 of the Government Code, the public entity or awarding body shall forward a copy of the monthly report to the Labor Commissioner for issuance of a civil wage and penalty assessment in accordance with this section.
- (2) The penalty and debarment procedures of this section shall apply to violations of subdivision (c) of Section 10506.6, Section 10506.8, Section 10506.9, or subdivision (c) of Section 20928.2 of this code, Article 9 (commencing with Section 388) of Chapter 2.3 of Part 1 of Division 1 of the Public Utilities Code, or subparagraph (B) of paragraph (8) of subdivision (a) of Section 65913.4 or subparagraph (B) of paragraph (4) of subdivision (f) of Section 66201 of the Government Code.



SKILLED AND TRAINED WORKFORCE “MONTHLY REPORT”

(SUB)CONTRACTOR: _____ FOR THE MONTH OF: _____

The undersigned hereby certifies that all the workers employed by the above-referenced contractor performing work in an apprenticeable occupation in the building and construction trade on the Project _____ [INSERT PROJECT NAME] are either skilled journeypersons or apprentices registered in apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations (“Chief”)

Public Contract Code section 2601, subdivision (e), defines a “**Skilled and trained journeyperson**” as a worker who either:

1. Graduated from an apprenticeship program for the applicable occupation that was approved by the chief or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.
2. Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the chief.

Contractor demonstrates its compliance by either of the following (choose one):

Exemption from Monthly Percentage Compliance

Occupation	A – Less than the statutory threshold of ten (10) hours (list total monthly hours per occupation)	B – Non-apprenticeable craft (list total monthly hours per occupation)

Percentage Compliance by Number of Workers

Occupation	# of Apprentices registered in an apprenticeship program	A – Number of skilled and trained Journeyperson(s)	B – Number of Graduates(s) <small>Public Contract Code 2601(e)(1)</small>	* Percentage of Graduates(s) to Skilled and Trained Journeypersons(s) (Divide B by A)

Percentage Compliance by Number of Hours

Occupation	Total # of hours performed by registered apprentices	A – Hours of skilled and trained journeyperson(s)	B – Hours of Graduates(s) <small>Public Contract Code 2601(e)(1)</small>	* Percentage of Graduates(s) hours to Skilled and Trained Journeypersons(s) hours (Divide B by A)

*Percentage of Hours of work performed by Skilled Journeyperson(s) fitting the description in Public Contract Code 2601(d)

Final Skilled and Trained Workforce Report – Affidavit of Compliance is attached



- A. If above-identified occupation is *acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher*, the apprenticeship graduation percentage requirement is at least 30 percent.
- B. If the above-identified occupation is any other apprenticeable occupation *excluding teamster and occupations listed in subparagraph A*, above, the apprenticeship graduation percentage requirement is at least at least 60 percent beginning in 2020.
- C. Failure to demonstrate compliance per occupation must include an action plan to achieve substantial compliance per PCC § 2602(c).

I understand that if this report is found to be incomplete or fails to meet the required Skilled and Trained Journeyperson usage rate(s), the public agency or awarding body has the right to withhold 150 percent of the value of the monthly billing until the incomplete report is corrected and/or a plan to achieve substantial usage compliance is approved by the Owner. – Public Contract Code sections 2602(b), 2602(c).

I understand that, if the Subcontractor fails to meet the required Skilled and Trained Journeyperson usage rate(s), the Subcontractor may be substituted pursuant to Public Contract Code section 4100 *et seq.*, unless Subcontractor provides a plan to achieve compliance consistent with Public Contract Code section 2602(c).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on _____, 20____, at _____ [city], California.

Signature: _____

Print Name: _____

Title: _____

SAMPLE

AFFIDAVIT OF COMPLIANCE WITH CALIFORNIA
SKILLED AND TRAINED WORKFORCE REQUIREMENTS
CALIFORNIA PUBLIC CONTRACT CODE SECTIONS 2600 – 2603

The undersigned, being duly sworn, states as follows:

1. I am _____ [print name]. I am the _____ [print subcontractor's name] ("Subcontractor"), the subcontractor for _____ [print contractor's name] ("Contractor") on the _____ [name of the project] project ("Project"). I am familiar with the labor practices of Subcontractor on the Project. One of my duties and responsibilities is to ensure Subcontractor's compliance with the California Skilled and Trained Workforce Requirements, Public Contract Code Sections 2600-2603, on the Project. I make this sworn statement pursuant to Public Contract Code section 2603, subdivision (f)(4).

2. I have reviewed the labor practices and the labor records for Subcontractor on the Project. Subcontractor has employed the required amount of skilled journeypersons and apprenticeship graduates on the Project as required by the California Skilled and Trained Workforce Requirements under California Public Contract Code Section 2601 and otherwise have met the requirements of California Public Contract Code Sections 2600 - 2603.

3. I have also reviewed the labor practices of each of Subcontractor's subcontractors on the Project. Each of Subcontractor's subcontractors have employed the required amount of skilled journeypersons and apprenticeship graduates on the Project as required by the California Skilled and Trained Workforce Requirements under California Public Contract Code Section 2601 and otherwise have met the requirements of California Public Contract Code Sections 2600 – 2603. Subcontractor's subcontractors have provided Subcontractor with an affidavit that complies with Public Contract Code Section 2603, subdivision (f)(4).

4. I understand Contractor is relying upon the truth of the contents of this sworn statement in making final payment to Subcontractor for work performed on the Project and may suffer damages if my sworn representations are not true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this affidavit was executed on _____ [date] in _____ [location], California.

[Name]

State of _____)

County of _____)

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

[NOTARY SEAL]

EXHIBIT F

PROJECT LABOR AGREEMENT

for the

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

PREAMBLE

This Project Labor Agreement ("Agreement") is entered into by and between the Sacramento City Unified School District ("District"), together with contractors and/or subcontractors, who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Attachment A), and the Sacramento-Sierra Building & Construction Trades Council ("Council") and the local Unions that have executed this Agreement.

RECITALS

WHEREAS, the purpose of this Agreement is to promote efficiency of construction operations during the construction of the District's projects subject to this Agreement, through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without work disruptions or delays, thereby promoting the District's interest and the public's interest in assuring the timely and cost-effective completion of the District's construction projects; and

WHEREAS, the purpose of this Agreement is to also mutually acknowledge and support the District's Core Value statement and Equity, Access, and Social Justice Guiding Principle; and

WHEREAS, the District's Core Value statement states, *we recognize that our system is inequitable by design and we vigilantly work to confront and interrupt inequities that exist to level the playing field and provide opportunities for everyone to learn, grow, and reach their greatness*; and

WHEREAS, the District's Equity, Access, and Social Justice Guiding Principle ("Guiding Principle") states that *all students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options*; and

WHEREAS, the District places high priority upon comprehensive educational programs, training, work-based learning, and workforce development programs for District students and staff in order to best achieve the District's Guiding Principle and to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the successful and efficient completion of the District's construction projects is of the utmost importance to the District and its educational programs and mission; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the Council; and

EXHIBIT F

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, the Council and Unions commit to use of skilled and trained workforce requirements described in sections 17250.25 and 17407.5 of the Education Code and sections 2600 through 2602 of the Public Contract Code on applicable Projects covered by this Agreement; and

WHEREAS, it is recognized that District construction projects require multiple contractors and bargaining units on the job site at the same time over an extended period of time, and that the potential for work disruption is substantial in the absence of a binding commitment to maintain continuity of work; and

WHEREAS, the Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement; and

WHEREAS, the District desires to provide construction training and employment opportunities for students of and residents within the District through local hire, apprentice and pre-apprentice programs; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory and successful completion of all District construction projects subject to the Agreement; and

WHEREAS, the Sacramento City Unified School District has previously adopted Resolution No. 2774 regarding the use of Project Labor Agreements on District projects.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants herein contained, do mutually agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 "Agreement" means this Project Labor Agreement.
- 1.2 "Agreement to be Bound" means the agreement (attached hereto and incorporated herein as Attachment A) required to be executed by any Employer(s) working on the Project as a precondition to performing Covered Work on the Project.
- 1.3 "Council" means the Sacramento-Sierra Building and Construction Trades Council, which is the local jurisdictional division of the State Building and Construction Trades Council of California, with affiliated trades unions within its geographical jurisdiction of Sacramento, Yolo, Placer, El Dorado, Amador, Nevada, and Sierra Counties.

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- 1.4 "Completion" means the point at which there is Final Acceptance by the District of a Construction Contract. For purposes of this definition of "Completion," "Final Acceptance" shall mean that point in time at which the District has determined upon final inspection that the work on a Construction Contract has been completed in all respects and all required contract documents, including repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the District has executed a written acceptance of the work.
- 1.5 "Construction Contract" means, except as to section 2.5 (exclusions from Covered Work) public works or improvement contracts approved by the District, including design-bid, design-build, lease-leaseback, or other contracts under which construction work is performed, that are necessary to complete the Project.
- 1.6 "District" means the Sacramento Unified School District and the administrative employees under its Superintendent, including any in house Project Manager designated by the District for the Project.
- 1.7 "Contractor(s)" means any person, firm, corporation, or other entity, or any combination thereof, including joint ventures, and any of its contractors or subcontractors of any tier, or any successor or assigns of such persons or entities, that has entered into a contract with the District, or with any other person or entity contracting for work on the Project on behalf of the District (whether by design-bid, design-build, lease-leaseback or other means), with respect to the construction of any part of the Project under contract terms and conditions approved by the District.
- 1.8 "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties in section 1.8.4. Residents of the Local Area shall be first referred for the Project, including journey-level workers and apprentices covered by this Agreement, in the following order of priority:
 - 1.8.1 Priority 1: Residents residing within the boundaries of the District.
 - 1.8.2 Priority 2: Residents of the City of Sacramento.
 - 1.8.3 Priority 3: Residents of Sacramento County.
 - 1.8.4 Priority 4: Residents of the Counties of Yolo, Placer, El Dorado, Amador, Sutter, Yuba, Nevada, Sierra, and San Joaquin.
- 1.9 "Master Agreement" means the multi-employer collective bargaining agreement of each of the Unions that covers the geographic area of the Project, copies of which shall be provided to the District upon request.
- 1.10 "Project" means all District construction projects where either the engineer's estimate of the total cost of the project, or the actual cumulative bid amounts submitted by the contractor(s)

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awarded the Construction Contracts for the Project, exceeds five hundred thousand dollars (\$500,000). All Construction Contracts required to complete an integrated District construction project shall be considered in determining the threshold value. The District and the Council may mutually agree in writing to add additional projects to the scope of Projects to be covered by this Agreement. The term "Project" applies to each and all projects as defined in this section, whether used in the singular or plural herein. Routine maintenance of District properties is not covered by the scope of this Agreement.

- 1.11 "Project Manager" means a person, including a District employee, firm or other entity designated by the District to manage, coordinate or administer the construction work on a Project subject to this Agreement.
- 1.12 "Union" or "Unions" means the Sacramento-Sierra Building and Construction Trades Council and the local Unions that are signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement. The Council and the local Unions are collectively referred to herein as the "Unions."

ARTICLE 2

SCOPE OF AGREEMENT

- 2.1 Parties. This Agreement shall apply and is limited to all Contractor(s), the District and the Unions that are signatory to this Agreement.
- 2.2. Applicability. For purposes of this Agreement, Construction Contracts shall be considered completed as set forth in Section 1.4, including when the District directs a Contractor to engage in repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract. This Agreement shall govern all Construction Contracts awarded on the District Projects that are subject to this Agreement. Except for exclusions from the Covered Work described in section 2.5, for purposes of this Agreement, a Construction Contract shall be considered completed as described in Section 1.4, except when the District's authorized representative directs a Contractor to engage in repairs, warranty work, modifications, or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.
- 2.3 Covered Work. This Agreement covers, without limitation all on-site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting, or repair of buildings, structures and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, and modular furniture installation, On-site work includes work done for the

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Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification covered by an applicable Master Agreement or in which a prevailing wage determination has been published.

2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by District employees.

2.3.2 This Agreement covers all on-site fabrication work over which the District, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.

2.3.3 It is expressly agreed and understood by the Parties that the District shall have the right to purchase material and equipment from any source and the craftsman covered under this Agreement will handle and install such material and equipment. There shall be no limitation or restriction upon the choice of material or upon the full use and installation of equipment, machinery, materials, tools or other labor-saving devices other than as set forth herein. The lawful fabrication provisions of the appropriate national or local agreements shall be applicable.

2.3.4 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the hauling and delivery of ready-mix, asphalt, aggregate, sand, or other fill or similar material which is incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement to the fullest extent allowed by prevailing wage law and determinations of the California Department of Industrial Relations. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the District within ten (10) days of written request or as required by bid specifications.

2.3.5 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items which may be furnished by the District or a Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; provided, however, in limited circumstances requiring special knowledge of the particular item(s), may be performed by construction persons of the manufacturer where necessary to protect a manufacturer's warranty, provided the Contractor/Employer using the manufacturer can demonstrate by an enumeration of specific tasks that the work cannot be performed by craft workers under this Agreement. All work of a specialty nature to

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be performed by the employees of an equipment manufacturer necessary to protect the warranty on such equipment shall be identified and discussed at the Preconstruction Conference provided in Article V of this Agreement.

2.3.6 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Agreement of Elevator Constructors, the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XV and XVI of this Agreement shall apply to such work.

2.4 The following shall be excluded from Covered Work:

2.4.1 Work of non-manual employees, including, but not limited to, superintendents, supervisors above the level of general foreman (except those covered by any applicable Master Agreement), staff engineers, building inspectors, timekeepers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, executive and management employees;

2.4.2 Equipment and machinery owned or controlled and operated by the District;

2.4.3 Any work performed on or near or leading to or on to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractor, or by public utilities or their contractors;

2.4.4 Off-site maintenance of leased equipment and on-site supervision of such work;

2.4.5 Work performed by employees of a manufacturer or vendor on the manufacturer's or vendor's equipment if necessary to satisfy the guarantee or warranty on such equipment and where performance of the work is expressly stated in the manufacturer's or vendor's written warranty or guarantee to be a condition for the warranty or guarantee for such products. For any work performed pursuant to this provision, the Contractor shall provide copies of the written warranty requirement to the District, Project Manager, the Council and the affected local Union prior to the commencement of work by the manufacturer or vendor. This exclusion does not apply to any on site construction work subcontracted by such manufacturer or vendor.

2.4.6 District procurement or use of modular buildings;

2.4.7 Off-site maintenance of leased equipment and on-site supervision of such work;

2.4.8 Laboratory or specialty testing or inspection not covered by an applicable Master Agreement;

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- 2.4.9 Non-construction support services contracted by the District or any Contractor in connection with this Project;
- 2.4.10 All Maintenance work contracted by the District;
- 2.4.11 All work by employees of the District.

ARTICLE 3

SUBCONTRACTING

- 3.1 Each Contractor agrees that it will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation, or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be Bound.
- 3.2 Each Contractor agrees that it will contract or subcontract the performance of Covered Work only to a person, firm, corporation, or other entity that is or becomes a party to this Agreement. Any Contractor performing Covered Work on the Project shall, as a condition to working on the Project, perform all work under the terms of this Agreement and the applicable Master Agreement. Before being authorized to perform any Covered Work, Contractors shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound. Every Contractor shall notify the Council in writing within five (5) business days after it has contracted to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work in accordance with Section 3.1 or this Section 3.2 and shall at the same time provide to the Council a copy of the executed Agreement to be Bound. The District shall also provide copies to the Council of all executed Agreements to be Bound that it receives within fifteen (15) days of receipt.
- 3.3 Contractors and all subcontractors of whatever tier who have been awarded contracts for work covered by this Agreement commit to comply with the skilled and trained workforce requirements provided in California Education Code sections 17250.25 and 17407.5 and California Public Contract Code sections 2600 et seq. on applicable Projects.
- 3.4 Nothing in this Agreement shall in any manner whatsoever limit the rights of the District or any Contractor to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Contractors, at all tiers, assigning, awarding, contracting, or performing Covered Work, or authorizing another to assign, award, contract or perform Covered Work, shall be required to comply with the provisions of this Agreement. Each Contractor shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding, or subcontracting of any Covered Work, or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement. Any Contractor that fails to provide the Council with the Agreement to be

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Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors on the Project.

- 3.5 Nothing in this Agreement shall limit the District's right to combine, consolidate, or cancel contracts for Project construction, or to comply with public agency contracting laws.

ARTICLE 4

WAGES AND BENEFITS

- 4.1 All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages and other compensation, including but not limited to travel, subsistence, and shift premium pay, and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreement of the applicable Union and in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations.
- 4.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining parties on the effective date as set forth in the applicable Master Agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

- 5.1 During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, picket-related hand billing, slowdowns, interference with the work or other disruptive activity for any reason by the Union or by any employee, and there shall be no lockout by any Contractor. Failure of any Union or employee to cross any picket line established at the Contractor's Project site is a violation of this Article.
- 5.2 The Union shall not sanction, aid or abet, encourage, or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to

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disciplinary action, including discharge, and, if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

- 5.3 The Union(s) agrees that if any union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppages, the signatory Unions shall consider such work stoppage or picketing to be illegal and refuse to honor such picket line or work stoppage.
- 5.4 In the event of any work stoppage, strike, sympathy strike, picketing interference with the work or other disruptive activity in violation of this Article, the Contractor may suspend all or any portion of the Project work affected by such activity at the Contractor's discretion and without penalty, and the District may replace any Contractor whose employees have not reported to work with any other contractor or subcontractor.
- 5.5 In addition to any other action at law or equity, any party may elect to have the matter decided by a neutral arbitrator in accordance with the following procedure when a breach of this Article is alleged, after the Union(s) or Contractor(s) has been notified of the fact.
- 5.5.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then the American Arbitration Association shall select an alternative arbitrator within 24 hours of notice. Notice to the Arbitrator shall be by the most expeditious means available, with notice by fax or electronic means or any other effective written means to the party alleged to be in violation and the involved International Union President and/or local Union.
- 5.5.2 Upon receipt of said notice, the District Superintendent, or their designee, shall contact the designated Arbitrator identified above who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.
- 5.5.3 The Arbitrator shall notify the parties by fax or electronic means or any other effective written means of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- 5.5.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award which shall be final, and binding shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article by the Union or Contractor, and such Award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article

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fail to comply with an Arbitrator's award to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000) for the first shift for which it failed to comply, or portion thereof, and ten thousand dollars (\$10,000) for each subsequent shift for which it failed to comply, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this Section.

- 5.5.5 Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. The fax or electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 5.5.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by certified mail.
- 5.5.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.
- 5.5.7 The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- 5.6 The procedures contained in Section 5.5 shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of this Article, shall be resolved under the grievance procedures of Article 9.
- 5.7 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the District and the Contractor(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor(s)' or their subcontractor's workforce, during which time the Contractor shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article. In the event the Union or any of its members withhold their services from such contractor or subcontractor, District shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

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- 5.8 It will not be a violation of this Agreement when the Contractor considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Contractor requests employees to wait in a designated area available for work, the employees will be compensated for the waiting time.
- 5.9 If a Master Agreement expires before the Contractor completes the performance of work under the Construction Contract and the Union or Contractor gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered under this Agreement and the Union and the Contractor agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified Master Agreement which are applicable to employees who were employed on the projects during the interim, with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement subject to section 4.3.

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 6.1 The assignment of Covered Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 6.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractors parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Contractors and Unions parties to this Agreement.
- 6.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.
- 6.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

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ARTICLE 7

JOINT LABOR/MANAGEMENT MEETINGS

- 7.1 Joint Labor/Management Meetings. During the period of any work performed under this Agreement, the Project Manager, or District designee, may schedule monthly Joint Labor/Management Meetings that include the Project Manager, or the District's designee, the Contractors and the Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the employees and the Contractors on the Project. These meetings may include a discussion of safety, craft resource requirements, scheduling and productivity of work performed at the Project. The Union representative shall keep minutes of any such meetings and the minutes shall be subject to approval at any subsequent meeting. Any such meetings may be in person, virtually or by conference call. It shall be mandatory for a representative of the Unions to participate in such meetings.
- 7.2 A Pre-Job Conference shall be scheduled by the District prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor covered by this Agreement, a job conference and/or markup meeting shall be scheduled by the District upon request of any Union, Contractor or the District.

ARTICLE 8

MANAGEMENT RIGHTS

- 8.1 The Contractor(s) retains full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to the right to:
- A. Plan, direct and control the operation of all the work.
 - B. Decide the number and types of employees required to perform the work safely and efficiently. The lawful staffing provisions of the applicable Master Agreement shall be recognized.
 - C. Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.
 - D. Require all employees to observe the District and Contractor Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.
 - E. Discharge, suspension or discipline will be handled under the applicable craft agreement.

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- F. Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by a craft to perform work assigned, including overtime work. However, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure.
 - G. Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator (in accordance with Article 2).
 - H. The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.
- 8.2 All workers employed or otherwise used on a Project shall comply with the District's Drug and Alcohol-Free Workplace Policy (BP 4020) and Employee Drug Testing Policy (BP 41 12.41, 4212.41, 4312.41) and applicable regulations as amended from time to time. If not otherwise specified, the drug testing protocol shall be in compliance with 49 Code of Federal Regulations (CFR) section 382.105 (Testing procedures) which incorporates 49 CFR Part 40.

ARTICLE 9

GRIEVANCE PROCEDURE

- 9.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than matters subject to Section 5.5 and Union jurisdictional disputes subject to Article 6) shall be considered a grievance. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.
- 9.2 The District and other Contractors, as well as the Unions, may bring forth grievances under this Article.
- 9.3 A grievance shall be considered null and void if not brought to the attention of the effect party by the grievant within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays, or holidays regardless of whether any work is actually performed on such days.
- 9.4 Grievances shall be settled according to the following procedure, except those grievances that do not involve an individual grievant, which shall be discussed by the District, and the Council and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, commence at Step 4:

Step 1

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The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the Grievance has been brought to the attention of the Contractor.

Step 2

In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager(s) of the Union(s) affected and the site construction manager or Labor Relations representative of the Contractor(s) for discussion and resolution. A copy of the written grievance shall also be mailed, faxed or emailed to the District.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Contractor(s) or the Manager's designated representative and the District for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to neutral arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the District. Should the parties be unable to mutually agree on the selection of a neutral Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. District shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.

9.5 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.

9.6 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the District. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.

9.7 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

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- 9.8 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance, and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.
- 9.9 Any party to a grievance may invite the District to participate in resolution of a grievance. The District may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.
- 9.10 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed during the extended time period.

ARTICLE 10

EMPLOYEE REPRESENTATION AND REFERRAL

- 10.1 The Employers recognize the Unions as the sole bargaining representatives of all craft employees performing Covered Work under this Agreement. Authorized representatives of the Unions shall have reasonable access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project. All authorized representatives of the Unions must comply with the required check-in procedure prior to visiting the work area.
- 10.2 Employees are not required to become or remain union members as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 10.2 is intended to supersede the requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.
- 10.3 In filling craft job requirements, Employers performing Covered Work shall utilize and be bound by the registration facilities and referral systems established or authorized by the Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Employers shall have the right to reject any applicant referred by the Unions in accordance with this Article 10.
- 10.4 The Employers shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Unions.
- 10.5 In the event that referral facilities maintained by the Union are unable to fill the requisition of an Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Employer, the Employer shall

EXHIBIT F

be free to obtain such workers from any source. An Employer who hires any personnel to perform Covered Work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of this Article 10.10.6 Unions will exert their utmost efforts to recruit sufficient numbers of skilled and trained craft persons to fulfill the requirements of the Contractor/Employer(s). On Projects governed by Education Code sections 17250.25 and 17407.5, the Unions shall consider a Contractor's request to transfer skilled and trained employees to work on Projects in a manner consistent with the Union's referral procedures.

- 10.7 Subject to the limitation of applicable law and the hiring hall procedures of the Unions, the Parties to this Agreement mutually support the development of increased numbers of skilled construction workers from District graduates and the residents of the City of Sacramento specifically and from the residents of Sacramento County generally, to meet the needs of the Projects and the requirements of the industry generally. To facilitate this goal, the Unions agree to encourage the referral and utilization of qualified District graduates and the City of Sacramento and Sacramento County residents as journeypersons and apprentices on the Projects.

ARTICLE 11

REFERRAL-LOCAL COMMUNITY WORKFORCE PROVISIONS

- 11.1 Contractors performing Covered Work on the Project shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory to this Agreement. The Union will exert and document their best efforts to recruit and identify residents of the Local Area, in a manner that is consistent with the District's Core Value and Guiding Principle, and those individuals shall be referred for Project work first, to the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, including journeymen and apprentices covered by this Agreement.
- 11.2 The Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Contractor(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement. The Unions shall be the primary source of all craft labor employed on the Project, however, a Contractor with a core workforce may request by name, and the local Union shall honor, referral of such Contractor's regular and experienced personnel ("Core Employees") who have applied to the applicable Union to perform Covered Work on the Project. For purposes of this Agreement, a Core Employee is a person who meets all the following:

- (1) Possesses any license required by state or federal law for the Project work to be performed;

EXHIBIT F

- (2) Worked a total of at least one thousand (1,000) hours in the construction craft during the prior two (2) years;
 - (3) Has been on the Contractor's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award; and
 - (4) Has the ability to perform safely the basic functions of the applicable trade.
- 11.3 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft and will then refer one of the Contractor's Core Employees as a journeyman, until such Contractor has hired six (6) Core Employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work on the Project, the ratio shall be maintained. When such Contractor's workforce is reduced, employees shall be reduced in the same one for one ratio of Core Employees to hiring hall referrals as was applied in the initial hiring. Contractors that are signatory to a Master Agreement with Union(s) signatory hereto must comply with the hiring hall provisions contained in the applicable Master Agreement, and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they apply to such Contractors.
- 11.4 In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Contractor within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may employ applicants from any source. Contractors shall immediately notify and provide the appropriate Union(s) with the name and address of such gate-hires, who shall be bound by the provisions of this Article.

It is in the interest of the parties to this Agreement to facilitate employment of District and Local Area residents, including parents, guardians or other care givers of students attending the District's schools, and to use resources in the Local Area in construction of a Project. The "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties outlined in section 1.8.4, in priority order outlined in section 1.8. To the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the Local Area shall be first referred for Project work, including journeymen and apprentices covered by this Agreement. It is the goal of the parties that not less than fifty (50) percent of all hours worked on the Project, on a craft-by-craft basis, be worked by residents of the Local Area (including fifty (50) percent of the total hours worked by any Core Employees). The Union shall provide a list of individuals referred for Project work and their applicable zip code of residence to the District, upon request. Contractors will be required to submit certified weekly payroll records to the District along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article. At a minimum, the monthly reports must include data on Local Area resident work hour utilization on the Project. An annual report shall be submitted to the Board on the number of workers employed, or contracted for,

EXHIBIT F

within the Local Area. Provisions of this article shall be an item for discussion at each Pre-Job Conference outlined in Article.

ARTICLE 12

MUTUAL COMMITMENT TO SUPPORTING EDUCATIONAL AND CAREER DEVELOPMENT OPPORTUNITIES FOR DISTRICT STUDENTS

- 12.1 The Parties agree that this Agreement is also intended to formalize partnerships between the Unions and the District to support the educational and career development of the District's students, and to help develop the next generation of skilled construction workers. The Parties agree to support District Construction and Design Academies or Pathways within the District ("Academy" or "Pathway") in order to carry out the training and employment objectives of this Agreement, including providing District students with the opportunities and skills necessary to enter post-secondary study and to pursue lifelong training within the broader context of the building trades industry, and to develop and reinforce academic course standards in order to maximize career opportunities and technical competency. The Parties agree to the following actions in order to implement this mutual commitment.
- 12.2 Contractors shall employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The Parties agree that apprentices may comprise up to twenty (20) percent of each craft's workforce at any time, unless the state approved apprenticeship standards or regulations or the applicable Master Agreement establish a lower maximum percentage.
- 12.3 The Union shall provide speakers at District Academies, at no cost to the District, through the Multi-Craft Core Curriculum (MC3) program and at other mutually agreed upon school functions and events.
- 12.4 In order to facilitate the goals of the Academy, the District and Council agree to create an Advisory Board for the Luther Burbank High School Construction and Design Academy, American Legion High School's Residential and Commercial Construction Academy (collectively "High Schools"), Rosemont High School Engineering, Construction and Design, and participate in the District-level Pathway Advisory Board, which will conduct meetings as determined by the District during the school year to develop the goals of the Academy; plan for the presentation and content of training lectures to facilitate employable skills in the construction trades; develop a summer schedule for training; organize and develop summer internship positions; assist in planning curriculum scope and sequencing; design cocurricular activities; identify sources for educational and financial support; and otherwise initiate steps to carry out the goals of the Academy.
- 12.4.1 The High School Advisory Boards shall consist of the appropriate membership as outlined by current regulations and requirements placed upon the District. The Advisory Board, in coordination with the District's Career Services representative, shall develop and implement a plan for annual assessment of the goals and

EXHIBIT F

objectives to maximize the employability of students and District graduates, including summer internship opportunities. A quorum for the Advisory Board meeting shall be at least one member representing the building trades JATCs; one member representing the Council; and one member representing the District.

- 12.4.2 The Academy Advisory Board will collaborate with post-graduate training programs, such as the Northern California Construction Training and American River College's Stripe Program, in order to assist graduates in obtaining an internship into a JATC.
- 12.4.3 The training and employment program of the interns shall be developed by the Academy Advisory Board such that graduating interns shall possess the skills, training, and educational background to help the graduate achieve priority on the lists of the building trades to the degree allowed under each JATC's application process including those programs that allow direct entry. It is recognized that the Apprenticeship Programs operate according to existing Standards approved by the California Department of Industrial Relations, Division of Apprenticeship Standards, and the standards set forth in the collective bargaining agreements for each building trades union and that any such priority shall be in accordance with such Standards and agreements.
- 12.5 The Parties agree to meet and identify additional mutually agreed upon specific actions to meet these goals, including, but not limited to, consideration of: (1) measures to facilitate teacher training in Multi-Craft Core Curriculum (MC3); (2) measures to provide student employment opportunities through externships, internships and/or post-graduation apprenticeship placement; (3) measures to provide hands-on training opportunities for students; (4) measures to facilitate identification of funding sources to provide recent women, minoritized and low-income District graduates scholarships or assistance in the purchase of tools and other equipment needed for apprenticeship programs; (5) support to identify and find funding for a Pre-Apprentice / Internship / Apprenticeship Coordinator to assist District Academies. These additional commitments shall be set forth in a Memorandum of Understanding (MOU) to this Agreement ("Union Educational and Career Development Support MOU"). Parties agree to meeting twice before August 1, 2022, and throughout the month of August to identify the mutually agreeable terms of the MOU and shall finalize the MOU no later than September 1, 2022.
- 12.6 The Union shall provide the District with an annual report by June 30 of each year on the implementation of the provisions set forth in this Article and in the Union Educational and Career Development Support MOU. The report shall provide any information requested by the District to assist the District in reporting work-based learning indicator on the State of California's College and Career Dashboard.

ARTICLE 13

EXHIBIT F

NON-DISCRIMINATION

- 13.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, political affiliation, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act, membership in a labor organization in hiring and dispatching workers for the Project, or any other basis recognized by law. The parties to this Agreement understand and agree that nothing in this Agreement shall supersede or take precedence over any District Board of Education policy or requirement including, but not limited to, the construction contract and general conditions for the Project.
- 13.2 All qualified (as determined by the District and applicable law) contractors and subcontractors may bid and be awarded work on a Project without regard to whether they are otherwise parties to collective bargaining agreements provided they comply with the provisions of this Agreement.

ARTICLE 14

HOURS OF WORK SHIFTS AND HOLIDAYS

- 14.1 The standard workday shall be in accordance with the applicable Master Agreements. Common start times may be established by the Contractor during the standard workday established by the applicable Master Agreements. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.
- 14.2 Common shifts may be established when considered necessary by the Contractor. The Contractor shall provide at least one week notice to the Council prior to any change in shift time. Any shifts established shall continue for the established work week.
- 14.3 Recognized holidays shall be in accordance with the applicable Master Agreements. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate, but in no case shall such overtime rate be more than double the straight time rate.

ARTICLE 15

EXHIBIT F

GENERAL PROVISIONS

- 15.1 If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative, judicial or administrative branches of the federal or state government, the District, the Contractors and the Council shall suspend the operation of such article or provision during the period of its invalidity, and the District and the Council shall negotiate in its place and stead an article or provision that will satisfy the objections to its validity and that, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the District and the Council shall be binding on all parties signatory to this Agreement.
- 15.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 15.3 Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement of the Union having traditional and customary jurisdiction over the Covered Work shall apply.
- 15.4 The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement. In addition, all instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors. Notwithstanding the provisions of this section, Articles 5, 6 and 9 of this Agreement shall apply to all Covered Work.
- 15.5 Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.
- 15.6 This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.
- 15.7 To the fullest extent consistent with the applicable Master Agreement and trust agreement, it is agreed that any liability under this Agreement by District, the Council, a Union, or any other Contractor shall be several and not joint. Any alleged breach of this Agreement by a party shall not affect the rights, liabilities, obligations, and duties among the other parties or between that party and any other party.

EXHIBIT F

ARTICLE 16

HELMETS TO HARDHATS

- 16.1 The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section and a charitable tax exempt organization under Section 501 (c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 16.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Contractors and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

ARTICLE 17

DURATION OF AGREEMENT; MID-TERM ASSESSMENT

- 17.1 This Agreement shall remain in full force and effect for a period of five (5) years from the date approved by the Board of Education on June 9, 2022. Notwithstanding the term of the Agreement as set forth above, the Agreement will continue to apply until the completion of all Covered Work pursuant to Section 2.1 where the initial bid for any Construction Contract for a Project is awarded or approved by the Board on or before the date the Agreement terminates.
- 17.2 At the two-year mark, a mid-term assessment, including mutually agreed upon metrics, shall be reported to the Board.

EXHIBIT F

SIGNATURES

Sacramento City Unified School District



Date: 8/5/22

Name: Christine Pritchet

Title: SCUSD Board President

Sacramento-Sierra Building and

Construction Trades Council

DocuSigned by:



B4C87250B34241A...

Date: _____

Name: Kevin Ferreira

Title: Executive Director

Sacramento-Sierra Building and

Construction Trades Council



Date: 7-29-22

Name: Karl Pineo

Title: President

EXHIBIT F

Sacramento-Sierra Building and
Construction Trades Council



Date: 8/2/2022

Name: Todd Schiavo

Title: Vice-President

SAMPLE

EXHIBIT F

DocuSigned by:
Chris King
8C910C1A0D294D5...

Asbestos Workers Local #16

DocuSigned by:
Dave Tafoya
D48B5A45BA76425...

Bricklayers Local #3

DocuSigned by:
Randy Thomas
C23CEC6C30BC44A...

Boilermakers Local #549

DocuSigned by:
Cody Birk
4F8B44AA19D47C...

Cement Masons Local #400

DocuSigned by:
Nate
C19D2576816641F...

Asbestos, Lead and Mold Laborers Local #67

DocuSigned by:
Robert Williams III
0D9AD26FD7DE4CE...

District Council #16 International Union of Painters & Allied Trades

DocuSigned by:
Matthew Russo
B9EDEF97DCC4462...

Elevator Constructors Local #8

DocuSigned by:
Bob Ward
C0069C1D0CA54AC...

International Brotherhood of Electricians Local #340

DocuSigned by:
Chris
9BF3BF3C801649A...

Sprinkler Fitters Local #669

UNIONS
DocuSigned by:
Karl Pines
CD7DE50D9167457...

Iron Workers Local #118

DocuSigned by:
Doyle Radford Jr.
C20514D4BD51437...

Laborers Local #185

Operating Engineers Local #3

DocuSigned by:
Eric
B85F4751AD96435...

Plasterers & Cement Masons Local #300

DocuSigned by:
Felipe Hernandez
16EECB2BF4504BA...

UA of Journeymen & Apprentices of the Plumbing & Pipe Fitting Ind. Local #355

DocuSigned by:
Todd Schiano
9CC33EC099F84FA...

Plumbers & Pipefitters Local #447

DocuSigned by:
Morgan Nolde
09D284A82D354D7...

Roofers Local #81

DocuSigned by:
Rick Werner
73EA33F8D61046A...

Sheet Metal Workers Local #104

DocuSigned by:
Conor Tobin
BC6F45A38B6746A...

Teamsters Local #150

Northern California Carpenters Regional Council on behalf of itself and its affiliated Local Unions

EXHIBIT F

UNIONS

Asbestos Workers Local #6

Laborers Local #185

Bricklayers Local #3

Millwrights Local #102

Boilermakers Local #549

Northern California District Council of Laborers

Carpenters 46 Northern California Counties Conference Board

Don Reding
Operating Engineers Local #3

Cement Masons Local #400

Plasterers & Cement Masons Local #300

District Council #16 International Union of Painters & Allied Trades

Pile Drivers Local #34

District Council of Plasterers & Cement Masons of Northern California

Plumbers & Pipefitters Local #447

Drywall/Latherers Local #9109

Roofers Local #81

International Brotherhood of Electricians Local #340

Sheet Metal Workers Local #104

EXHIBIT F

[INTENTIONALLY LEFT BLANK]

SAMPLE

EXHIBIT F

ATTACHMENT A

PROJECT LABOR AGREEMENT

Project: Oak Ridge Elementary School New Construction

Bid Number: 0265-461

AGREEMENT TO BE BOUND

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

The undersigned hereby certifies and agrees that:

- 1.) It is a Contractor as that term is defined in Section I.7 of the Sacramento City Unified School District Agreement ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work (as defined in Section 2.3) on the Project (as defined in Section 1.9), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing, or which are later made thereto.
- 3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Contractor(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work, and it will provide a copy of such executed Agreement to be Bound to the Sacramento-Sierra Building & Construction Trades Council within fifteen (15) days of such contracting or subcontracting in accordance with Section 3.2 of the Agreement.

EXHIBIT F

DATED: _____

Name of Contractor _____

(Authorized Officer & Title)

(Address)

SAMPLE

Firm	Bay Cities	McGuire & Hester	Martin Brothers	Duran & Venables	Preston Pipeline	Thunder Mountain Enterprises, Inc	
Contact	Reza G	Sean M	Nick R	Mike S	Ali K	Mark F	
Phone	(925) 687 - 6666	(916) 372 - 8910	(916) 381 - 0911	(408) 934 - 7300	(408) 262 - 1418	(916) 381 - 3400	
City, State	Concord, CA	Sacramento, CA	Sacramento, Ca	Milpitas, CA	Milpitas, Ca	Sacramento, Ca	
CL #	238650	95879	726454	375068-A	1059395	778131	
DIR #	100005981	1000000033	1000000017	1000001404	1000528223	1000009604	
Union or Prev. Wage	U	U	U	U	U		
Addenda	2	2	2	2	2		
SBE \$							
DVBE \$			140,810	138,261			

DIV

TRADES Sitework

Section	Description	Qty.	Unit Price	PLUG							
	BASE BID				4,596,600	7,158,000	4,793,675	2,918,700	2,671,810	105,401	
02 41 00	SITE DEMOLITION				Y	162,000	Y	Y	N	N	
31 00 00	EARTHWORK				Y	Y	Y	Y	N	N	
31 13 16	TREE PROTECTION				N	N	N	N	N	N	
31 23 33	TRENCHING AND BACKFILLING				Y	Y	Y	N	Y	N	
32 12 00	ASPHALT PAVING				Y	Y	Y	Y	N	N	
33 00 00	SITE UTILITIES				Y	Y	Y	N	Y	N	
33 40 00	SITE DRAINAGE				Y	Y	Y	N	Y	N	
	Inc. 2 Grading & Paving				Y	Y	Y	Y	N	N	
	AB for Site Concrete				Y	Y	Y	Y	N		
	Attended Job Walk & Prep Meeting				Y	Y	Y	Y	N	N	
	Bid Per Project Schedule				Y	Y	Y	Y	Y	N	
	Added Mobilizations				20,000	20,000	20,000	32,000	20,000	N	
	Private Utility Locating				5,650	5,650	5,650	N	5,650	N	
	Landscape Sleeves				15,000	Y	15,000	15,000	N	N	
	Sod for Kids				22,000	22,000	22,000	22,000	N		
	Construction Noise Mitigation Measures				39,550	39,550	39,550	39,550	N	Y	
	SWPPP Installation & Removal				55,076	55,076	Y	55,076	N	Y	
	SWPPP Maintenance & Monitoring				57,575	57,575	57,575	57,575	N	N	
	Building Pad Moisture Conditioning				19,200	19,200	19,200	19,200	N	N	
	Trench Plates				5,268	5,268	5,268	N	5,268	N	
	Daily Flagger/Traffic Control				44,620	44,620	44,620	44,620	N	N	
	Dust Control				42,604	42,604	42,604	42,604	N	N	
	Winterization/Grade Touch Up				19,468	19,468	19,468	19,468	N	N	
	Oak Tree Demo & Handling				23,000	23,000	23,000	23,000	N	N	
	Trade Damage & Protection of Finishes				7,525	7,525	7,525	7,525	N	N	
	Final Clean Prior To Seal & Stripe				6,706	6,706	6,706	6,706	N	N	
	Existing Campus Utility Work-Around - Summer 2024				29,765	29,765	29,765	N	29,765	N	
	Dewatering				8,450	8,450	8,450	8,450	N	N	
	Soil Sterilization				17,650	17,650	17,650	17,650	N	N	
	Fresh Cut AC prior to INC 2 placement				2,425	2,425	2,425	2,425	N	N	
	Demo Ball Wall				3,700	3,700	Y	3,700	N	N	
	Off Haul other trades spoils				9,603	9,603	9,603	356,103	N	N	
	Street Sweeper				20,500	20,500	20,500	20,500	N	N	
	Transite Demo & Abatement				27,750	27,750	27,750	N	27,750	N	
	Cut & Cap Gas - Coordinate w/ SMUD				71,700	71,700	71,700	N	71,700	N	
TOTAL					5,171,385	7,879,785	5,309,684	3,711,852	2,831,943	105,401	0



EXHIBIT 4
BID FORM

PROJECT Sacramento City Unified School District
Oak Ridge Elementary School, Increment 1

TRADE site Demo, Grading, Paving & wet utilities

GENERAL INFORMATION

Firm Name	<u>Bay Cities Paving & Grading Inc.</u>
Firm Address	<u>1450 Civic Ct. Bldg B - #400 Concord</u>
Name of Contact Person	<u>Reza Golzar</u>
Telephone Number	<u>(925) 446-6005</u>
Fax Number	<u>(925) 687-2122</u>
E-mail	<u>rgolzar@baycities.us</u>
CA License #	<u>238650 A, C21 HAZ</u>
DIR #	<u>100005981</u>
Union Affiliation	<u>Labor, operating Engineers, Teamsters</u>

EXHIBIT 1 - PROJECT DOCUMENTS

Do you acknowledge and agree to the terms and conditions of the project documents provided? (Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Drawings by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Specifications by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 2 100% DD by Nacht & Lewis Architects dated 2/24/23, Oak Ridge Elementary School Improvements Geotechnical Engineering Report by Terracon dated 2/13/23)
 Yes () No, If No attach exceptions

ACKNOWLEDGEMENT

Do you acknowledge and agree to the phasing and work specified in the "Otto's Notes to Bidding Subcontractor" called out on all Increment 1 drawing sheets in Exhibit 1?
 Yes () No, If No attach exceptions

EXHIBIT 2 - PRELIMINARY CPM SCHEDULE

Do you acknowledge and agree to the terms and conditions of the Preliminary CPM Schedule included in this package?
 Yes () No, If No attach exceptions

EXHIBIT 3 - PROJECT LABOR AGREEMENT

Do you acknowledge and agree to the terms and conditions of the Project Labor Agreement document included in the RFP package?
 Yes () No, If No attach exceptions

ACKNOWLEDGEMENT

This project is subject to Skilled and Trained Workforce requirements pursuant to Public Contract Code §2600. Do you acknowledge and agree to meeting these requirements?
 Yes () No, If No attach exceptions

EXHIBIT 5 - SAMPLE SUBCONTRACT

Do you acknowledge and agree to the terms and conditions of the Sample Subcontract?
 Yes () No, If No attach exceptions

EXHIBIT 6 - PRIME CONTRACT - FOR REFERENCE ONLY

Do you acknowledge and agree to the terms and conditions of the Prime Contract?
 Yes () No, If No attach exceptions

ADDENDA: 1 & 2



Increment 1 Base Bid

Please provide your base bid amount for construction (furnish & install) of all work set forth in the Increment 1 project documents (Exhibit 1).

4,686,400 -

Four million six hundred eighty six thousand four hundred dollars

DVBE COMMITMENT (in dollars)

This project has a 3% DVBE participation goal. Please identify DVBE monies included in your Inc. 1 Base Bid

Long Lead Items

*Griffin Soil
P&J Tree Service, Inc.*

Lower Tier Subcontractors

Please include a final scope letter on Company letterhead listing all clarifications, inclusions and exclusions.

CONTRACTING

The initial contract between Otto Construction and the Modular Elevator Trade Partner will be written for the preconstruction/design amount. Pending DSA Approval of the drawings, and finalization of scope and pricing, an amendment or a separate contract will be written for the construction amount. It is the Modular Elevator Trade Partner's responsibility to meet (or improve upon) the construction budget set forth and communicate potential scope creep to Otto Construction. If the construction budget is exceeded, Otto Construction reserves the right to re-bid this scope of work.

BAY CITIES PAVING & GRADING INC .

Bus. 1450 Civic Ct, Bldg. B Suite 400, Concord, CA 94520

phone 925-687-6666 **fax** 925-687-2122

Mail: Post Office Box 6227, Concord, Ca 94524-6227

Lic. #238650 A, C21 HAZ

DIR # 1000005981

July 14, 2023

Ms. Maram Daood

Otto Construction

Project: Oak Ridge Elementary School Increment one, Sacramento

Dear Maram.

In response to your request, we are pleased to submit our proposal for the following scope of work for the above referenced project per plan and specifications by Nath & Lewis Architect dated 05/26/23 addendum *one & two* and geotechnical investigation by Terracon dated 02/13/23. Any work not specifically noted in this proposal is excluded.

- Remove asphalt concrete, concrete, curb and gutter, storm drain lines, drain inlets, sewer line, manhole, lift station, water lines, fire hydrant, pole, basketball posts, irrigation lines, fencing, backstops, sign, soccer goal posts, bollards, planter box, table and trees (Buildings including slab and foundation, portable including foundation and stair by others)
- Stripping, place in landscaping area and off-haul excess
- Mass excavation (Off-haul material is based on clean fill, environmental testing is required to be done by others prior to earthwork)
- Cement treat with 6% lime / cement top 18" building pads and paving subgrade per C1.30 drawing.
- Remove lime treated soil from planters and replace it with excavated material.
- Sub-grade preparation
- Place aggregate base rock under concrete walk and concrete pave
- Placement of aggregate base under asphalt concrete
- Placement of asphalt concrete
- Installation of storm drain lines including drain inlets, MH, cleanouts, and area drain (Trench drain, and connection of storm drain system to building rainwater leaders by others)
- Install Contech storm filter unit.
- Install stormtech chamber.
- Installation of perforated pipe in swale including permeable rock
- Installation of sanitary sewer lines including manhole and cleanout
- Installation of fire lines including DDCV, CV, PIV, FDC and FH (Connection to the main by City)
- Installation of water line (Connection to the main by City)
- Installation of irrigation stub including backflow preventor (Connection to the main by City)

ROM Lump Sum = \$4,596,600.00

Asphalt Oil and Energy Price Escalation

All Asphalt Concrete quoted is subject to a price escalation based on the current rack price of asphalt paving oil and the current cost of energy (Natural Gas, Propane, Butane, Electricity, Diesel & Gasoline). Any increase in the cost of asphalt oil or energy will be subject to this escalation. Any applicable price escalation to the base rate per ton of asphalt concrete mix sold by our Asphalt Concrete supplier will be forwarded and subsequently added on to our contract amount.

Please see the enclosed attachment "A" bid exclusions and qualifications

Very truly yours
Bay Cities Paving and Grading, Inc.

Reza Golzar
Chief Estimator

BAY CITIES PAVING & GRADING INC.
ATTACHMENT "A"

Project: Oak Ridge Elementary School Increment one, Sacramento

Bid Date: 07/07/23

SITE SPECIFIC EXCLUSIONS:

1. Any Civil or Soils Engineering, Survey, Testing, Layout or Construction Staking, Permits, Fees, and Notifications.
2. Quality Control/Quality Assurance (Except as noted in Scope).
3. Sanitation Facilities (Restrooms/Wash Stations).
4. Dumpsters.
5. Marking, Locating or Layout of Existing Utilities.
6. Relocation of Existing Sewer, Water, Electrical, Gas, & Communication Lines (Except as noted in Scope).
7. Fire System Design/Plan. Fire Sprinkler System
8. As-Built Drawings (Subcontractor will "Redline" changes on Contractor's set of field plans) or Shop Drawings
9. Construction Area Signs, Construction Fencing.
10. Structural Excavation / Grading / Backfill for Concrete Footings, Stairways, Foundations, and/or Retaining Walls.
11. Irrigation or Landscape Replacement.
12. Furnishing and Placement of Topsoil.
13. Preparation/Maintenance of Storm Water Pollution Control Plan.
15. Installation, Maintenance or Removal of Any Erosion Control Measures Including Hydroseeding.
16. Installation and Removal of Gas or Electrical Lines. All electrical items and joint trench.
17. Cathodic Protection
18. Any Rock, Gravel, Sand, SBR Cushion or Vapor Barrier under Building Pads, Stairways.
19. Traffic Control Plans.
20. Traffic Control for others' work.
21. Pedestrian Access, Handling and/or Detours.
22. Shoring, Sheeting and/or Bracing.
23. Trench Plating or Paving for others' work.
24. Asphalt/Concrete Patching for others' work.
25. De-Watering, Water Control and/or Water Treatment.
26. Spoils Removal/Placement for others' work.
27. Striping and Marking, Signs, Bollards and/or Wheel Stops.
28. Soil Sterilant, Herbicide and/or Weed Killer.
29. Seal Coat, Fog Seal and/or Slurry Seal.
30. Bond premium. Add 1.0% to total if Bond is Required.
32. Identification, Removal, Placement and/or Handling of Hazardous/Contaminated Materials/Non-Clean Materials.
33. Tree Protection, Trimming and/or pruning. Arborist
35. Special Insurance Requirements such as Railroad Insurance.
36. Dust control when not on-site.
37. Restoration of existing buildings, landscaping, and fences.
38. Re-grading or fine grading for landscape (Except as noted in Scope).
39. Sweeping Roadway for others' work.
40. Referencing and Raising Utilities to Grade.
41. Connection of Rainwater Leaders.
42. All-weather access.
44. Any Type of Monitoring.
46. Sidewalk Cross Drains.
47. Fees for Specialty software programs or licenses such as Textura, Procore, or others
48. BIM Modeling

MOVES 4 EACH ADDITIONAL \$10,000.00

QUALIFICATIONS:

- A. Prices based on a normal 40-hour work week, Monday through Friday, between 7:00 a.m. & 5:00 p.m. (unless otherwise controlled by project specifications). If Contractor, in writing, directs Subcontractor to work overtime hours, on Saturdays, on Sundays, or nights and these hours of work are not required by the Contract Documents, then Contractor agrees to reimburse Subcontractor for all extra costs incurred.
- B. Contractor will pass down the full number of markups allowed by the Prime Contract for Subcontractor's portion of work to Subcontractor.

- C. Sewer, water, drainage construction is to within outside 5' of building/structure. Exclude tie-ins/connections.
- D. Contractor must provide Subcontractor with written notice of any claim for damages, for delays, or any other causes against subcontractor within 10 days after the occurrence of the event first giving rise to the claim or the claim shall be waived in its entirety.
- E. If Contractor accepts this bid, then this Attachment "A" is hereby incorporated into the Subcontract. If there is any conflict between terms of this Attachment "A" and other terms of the Subcontract, this Attachment "A" shall prevail.
- F. Contractor and Subcontractor shall mutually agree to a schedule for Subcontractor's work and agree to the duration & sequence of the Subcontractor's work. Contractor shall provide Subcontractor with a copy of the baseline schedule and provide regular updates to Subcontractor thereafter.
- G. Contractor shall withhold no more retention from Subcontractor than Owner is withholding from Contractor
- H. Contractor shall provide three-week notice prior to Subcontractor mobilizing or re-mobilizing.
- I. Contractor will provide Subcontractor with access that is free and clear of lumber, stockpiles, construction fencing, trailers, rebar, forms, and other objects so Subcontractor can perform efficiently.
- J. Extra work will be performed using Subcontractor's extra work rates.
- K. Subcontractor's Work impacted by inclement weather or unsuitable conditions will be considered extra work to be performed at an agreed price or on a time and material basis.
- L. Prior to inertial profiling, cold planning & paving, the roadway must be put into permanent configuration / alignment.
- M. Subcontractor shall be provided metered water from the closest city/municipal utility hydrant. The subcontractor's scope of work does not include the cost to haul water from alternative sources due to drought conditions (i.e. recycled water from a water or treatment plant).
- N. Subcontractor's Import of soil may be delayed if import or project site is non-accessible due to rain or wet conditions and time extension will be provided to Subcontractor for this delay.
- O. If prices are based on unapproved plans, prices will be revised if changes made in approved plans increases the Subcontractor's costs to perform Work.
- P. Bid Package is "all or none" - please call before bid opening to split package
- Q. If Subcontractor fails to provide all releases or other paperwork required by Subcontract as a prerequisite for payment, then Contractor may, in good faith, withhold up to 150% of the potential liability from any of the Project's monthly progress payments or final payment but release all other sums owed to Subcontractor.

Maram Daood

From: Reza Golzar <RGolzar@BayCities.US>
Sent: Monday, July 24, 2023 3:40 PM
To: Maram Daood
Cc: Joe Ussery
Subject: RE: Oak Rldge Elem School - Addendum #2 ROM

Good afternoon, Maram,

Following are additional cost as requested,

- Demolition of ball wall 20' \$3,700.00
- Landscape sleeves just at AC areas in parking lot 420' \$15,000.00
- Gas removal to the street including patch work 3,545' \$71,700.00
- Cost savings if FW/DW deep utilities are placed pre-lime. We will credit you for not off-hauling lime treated soil and importing base rock at the time of installation if it is not going to decrease our production considering top of pipe should be 2.75' and more below finish elevation to lime treat after installation, we need to cap any pipe at this elevation then remove and place coupling to install remaining of pipes in area of lime treatment. Also there will be additional cost for remobilization.



Reza Golzar
Chief Estimator
D: (925) 446-6005
O: (925) 687-6666 Ext. 3006
1450 Civic Ct. Bldg, B-#400
Concord, CA 94520
Rgolzar@baycities.us
www.baycities.us

From: Maram Daood <MDaood@ottoconstruction.com>
Sent: Monday, July 24, 2023 7:51 AM
To: Reza Golzar <RGolzar@BayCities.US>
Cc: Joe Ussery <jussery@ottoconstruction.com>
Subject: RE: Oak Rldge Elem School - Addendum #2 ROM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Reza,

Maram Daood

From: Reza Golzar <RGolzar@BayCities.US>
Sent: Tuesday, August 8, 2023 4:37 PM
To: Maram Daood
Subject: RE: Oak Rldge Elem School - Addendum #2 ROM

Hi Maram,

I reached out to the quarry, he said it is something unpredictable, who knows what the oil price will be in 2024 and 2025, he said to be safe add \$5 for each year and it is possible oil price doesn't go up at all.



Reza Golzar

Chief Estimator

D: (925) 446-6005

O: (925) 687-6666 Ext. 3006

1450 Civic Ct. Bldg, B-#400

Concord, CA 94520

Rgolzar@baycities.us

www.baycities.us

From: Maram Daood <MDaood@ottoconstruction.com>
Sent: Tuesday, August 8, 2023 12:01 PM
To: Reza Golzar <RGolzar@BayCities.US>
Subject: RE: Oak Rldge Elem School - Addendum #2 ROM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Morning Reza,

The owner has asked us to provide a cost per ton for the asphalt oil and energy price escalation. Can you send something over?

Thanks!

Maram Daood

Estimator

Otto Construction

916.216.4697

BAY CITIES PAVING & GRADING INC.

Bus. 1450 Civic Ct, Bldg. B Suite 400, Concord, CA 94520

phone 925-687-6666 **fax** 925-687-2122

Mail: Post Office Box 6227, Concord, Ca 94524-6227

Lic. #238650 A, C21 HAZ

DIR # 1000005981

June 30, 2023

Ms. Maram Daood

Otto Construction

Project: Oak Ridge Elementary School Increment one, Sacramento

Dear Maram.

In response to your request, we are pleased to submit our proposal for the following scope of work for the above referenced project per plan and specifications by Nath & Lewis Architect dated 05/26/23 addendum one and geotechnical investigation by Terracon dated 02/13/23. Any work not specifically noted in this proposal is excluded.

ball wall?

- Remove asphalt concrete, concrete, curb and gutter, storm drain lines, drain inlets, sewer line, manhole, lift station, water lines, fire hydrant, pole, basketball posts, irrigation lines, fencing, backstops, sign, soccer goal posts, bollards, planter box, table and trees (Buildings including slab and foundation, portable including foundation and stair by others)
- Stripping, place in landscaping area and off-haul excess
- Mass excavation (Off-haul material is based on clean fill, environmental testing is required to be done by others prior to earthwork)
- Cement treat with 6% lime / cement top 18" building pads and paving subgrade per C1.30 drawing.
- Remove lime treated soil from planters and replace it with excavated material.
- Sub-grade preparation
- Place aggregate base rock under concrete walk and concrete pave
- Placement of aggregate base under asphalt concrete
- Placement of asphalt concrete
- Installation of storm drain lines including drain inlets, MH, cleanouts, and area drain (Trench drain, and connection of storm drain system to building rainwater leaders by others)
- Install Contech storm filter unit.
- Install stormtech chamber.
- Installation of perforated pipe in swale including permeable rock
- Installation of sanitary sewer lines including manhole and cleanout
- Installation of fire lines including DDCV, CV, PIV, FDC and FH (Connection to the main by City)
- Installation of water line (Connection to the main by City)
- Installation of irrigation stub including backflow preventor (Connection to the main by City)

L.S=\$4,248,200.00

Asphalt Oil and Energy Price Escalation

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Please see the enclosed attachment "A" bid exclusions and qualifications

Very truly yours
Bay Cities Paving and Grading, Inc.

Reza Golzar
Chief Estimator

BAY CITIES PAVING & GRADING INC.
ATTACHMENT "A"

Project: Oak Ridge Elementary School Increment one, Sacramento

Bid Date: 07/07/23

SITE SPECIFIC EXCLUSIONS:

1. Any Civil or Soils Engineering, Survey, Testing, Layout or Construction Staking, Permits, Fees, and Notifications.
2. Quality Control/Quality Assurance (Except as noted in Scope).
3. Sanitation Facilities (Restrooms/Wash Stations).
4. Dumpsters.
5. Marking, Locating or Layout of Existing Utilities.
6. Relocation of Existing Sewer, Water, Electrical, Gas, & Communication Lines (Except as noted in Scope).
7. Fire System Design/Plan. Fire Sprinkler System
8. As-Built Drawings (Subcontractor will "Redline" changes on Contractor's set of field plans) or Shop Drawings
9. Construction Area Signs, Construction Fencing.
10. Structural Excavation / Grading / Backfill for Concrete Footings, Stairways, Foundations, and/or Retaining Walls.
11. Irrigation or Landscape Replacement.
12. Furnishing and Placement of Topsoil.
13. Preparation/Maintenance of Storm Water Pollution Control Plan.
15. Installation, Maintenance or Removal of Any Erosion Control Measures Including Hydroseeding.
16. Installation and Removal of Gas or Electrical Lines. All electrical items and joint trench.
17. Cathodic Protection
18. Any Rock, Sand or Vapor Barrier under Building Pads, Stairways.
19. Traffic Control Plans.
20. Traffic Control for others' work.
21. Pedestrian Access, Handling and/or Detours.
22. Shoring, Sheeting and/or Bracing.
23. Trench Plating or Paving for others' work.
24. Asphalt/Concrete Patching for others' work.
25. De-Watering, Water Control and/or Water Treatment.
26. Spoils Removal/Placement for others' work.
27. Striping and Marking, Signs, Bollards and/or Wheel Stops.
28. Soil Sterilant, Herbicide and/or Weed Killer.
29. Seal Coat, Fog Seal and/or Slurry Seal.
30. Bond premium. Add 1.0% to total if Bond is Required.
32. Identification, Removal, Placement and/or Handling of Hazardous/Contaminated Materials/Non-Clean Materials.
33. Tree Protection, Trimming and/or pruning. Arborist
35. Special Insurance Requirements such as Railroad Insurance.
36. Dust control when not on-site.
37. Restoration of existing buildings, landscaping, and fences.
38. Re-grading or fine grading for landscape (Except as noted in Scope).
39. Sweeping Roadway for others' work.
40. Referencing and Raising Utilities to Grade.
41. Connection of Rainwater Leaders.
42. All-weather access.
44. Any Type of Monitoring.
46. Sidewalk Cross Drains.
47. Fees for Specialty software programs or licenses such as Textura, Procore, or others
48. BIM Modeling

MOVES

4 EACH ADDITIONAL

\$10,000.00

QUALIFICATIONS:

A. Prices based on a normal 40-hour work week, Monday through Friday, between 7:00 a.m. & 5:00 p.m. (unless otherwise controlled by project specifications). If Contractor, in writing, directs Subcontractor to work overtime hours, on Saturdays, on Sundays, or nights and these hours of work are not required by the Contract Documents, then Contractor agrees to reimburse Subcontractor for all extra costs incurred.

B. Contractor will pass down the full number of markups allowed by the Prime Contract for Subcontractor's portion of work to Subcontractor.

- C. Sewer, water, drainage construction is to within outside 5' of building/structure. Exclude tie-ins/connections.
- D. Contractor must provide Subcontractor with written notice of any claim for damages, for delays, or any other causes against subcontractor within 10 days after the occurrence of the event first giving rise to the claim or the claim shall be waived in its entirety.
- E. If Contractor accepts this bid, then this Attachment "A" is hereby incorporated into the Subcontract. If there is any conflict between terms of this Attachment "A" and other terms of the Subcontract, this Attachment "A" shall prevail.
- F. Contractor and Subcontractor shall mutually agree to a schedule for Subcontractor's work and agree to the duration & sequence of the Subcontractor's work. Contractor shall provide Subcontractor with a copy of the baseline schedule and provide regular updates to Subcontractor thereafter.
- G. Contractor shall withhold no more retention from Subcontractor than Owner is withholding from Contractor
- H. Contractor shall provide three-week notice prior to Subcontractor mobilizing or re-mobilizing.
- I. Contractor will provide Subcontractor with access that is free and clear of lumber, stockpiles, construction fencing, trailers, rebar, forms, and other objects so Subcontractor can perform efficiently.
- J. Extra work will be performed using Subcontractor's extra work rates.
- K. Subcontractor's Work impacted by inclement weather or unsuitable conditions will be considered extra work to be performed at an agreed price or on a time and material basis.
- L. Prior to inertial profiling, cold planning & paving, the roadway must be put into permanent configuration / alignment.
- M. Subcontractor shall be provided metered water from the closest city/municipal utility hydrant. The subcontractor's scope of work does not include the cost to haul water from alternative sources due to drought conditions (i.e. recycled water from a water or treatment plant).
- N. Subcontractor's Import of soil may be delayed if import or project site is non-accessible due to rain or wet conditions and time extension will be provided to Subcontractor for this delay.
- O. If prices are based on unapproved plans, prices will be revised if changes made in approved plans increases the Subcontractor's costs to perform Work.
- P. Bid Package is "all or none" - please call before bid opening to split package
- Q. If Subcontractor fails to provide all releases or other paperwork required by Subcontract as a prerequisite for payment, then Contractor may, in good faith, withhold up to 150% of the potential liability from any of the Project's monthly progress payments or final payment but release all other sums owed to Subcontractor.

July 7, 2023

Sent Via Email @mdaood@ottoconstruction.com

Attention: Maram Daood
 Reference: Oak Ridge Elementary School – Inc #1 & #2
 Subject: Bid Proposal

McGuire and Hester (M&H) is pleased to provide the following bid proposal for the above referenced project. All work conforms to the project plans and specifications prepared by Warren Consulting, civil sheets for Inc #1 and Inc #2, dated February 24, 2023. The project soils report prepared by Terracon, dated February 23, 2023, has been reviewed. Addenda numbers 1 & 2 are noted.

McGuire and Hester propose to furnish and install the work outlined in the herein for the lump sum price of \$6,996,000.00.

Alternates (not included in our base bid):

- | | |
|---|----------------|
| 1. Site Survey for our work | = \$50,000.00 |
| 2. Erosion control – Inc #1 – install only per plan | = \$50,000.00 |
| 3. Erosion control – Inc #2 – install only per plan, if needed | = \$50,000.00 |
| 4. Demolition Sub for non-building demo scope (see attached scope) | = \$162,000.00 |
| a. Base bid includes stripping of grass and demo of utilities per civil drawing | |

Inclusions:

Demolition and Rough Grading:

1. Perform potholing to confirm location and depth of existing utilities shown on plans.
2. Perform underground utility demolition, including removal existing facilities, to the limits shown on plans:
 - a. Sewer pipeline
 - b. Sewer structures
 - c. Storm drain pipeline
 - d. Water pipeline
 - e. Water features
 - f. Irrigation pipeline
3. Abandon existing utilities (cap in place) to the limits shown on plans.
4. Strip site of vegetation; off-haul and dispose of resultant green waste.
5. Pre-compact fill areas to 90% relative, at a depth of 6”.
6. Excavate, fill and compact onsite soils.
7. Excavate, off-haul and dispose of excess soil to achieve design elevations.
8. Finish building pad to within 0.10’ tolerance including 5’ horizontal over-build.
9. Chemical treatment of existing soil at the building pad to a depth of 18” using 6% of dry weight in Inc #1 for all hardscape.
10. Chemical treatment of existing soil at the building pad to a depth of 12” using 6% of dry weight in Inc #2 for all hardscape.
11. Excavate of lime-treatment in landscape areas and backfill with stockpiled on-site soils.

www.McGuireandHester.com

CORPORATE OFFICE 2810 HARBOR BAY PKWY ALAMEDA CA 94502 ● OAKLAND OFFICE 9009 RAILROAD AVENUE OAKLAND CA 94603 ● PH 510 632 7676

SACRAMENTO OFFICE 1016 N. MARKET BLVD # 20 SACRAMENTO CA 95834 ● PH 916 372 8910

Contractors License Numbers; CA: 95879, AZ: 251628, NV: 72399, OR: 184930 DIR: 1000000033



Finish Grade and Paving:

1. Finish subgrade to within +/- 0.10' vertical tolerance for:
 - a. PCC vertical curb
 - b. PCC flush curb
 - c. PCC mow strips
 - d. PCC curb and gutter
 - e. PCC pedestrian pavement
 - f. PCC vehicular pavement
 - g. AC pavement
 - h. Rubberized play surface
 - i. Synthetic Play surface
 - j. Aggregate base play surface
2. Furnish and install Class II aggregate base:
 - a. 6" at PCC curbs and gutters
 - b. 4" at PCC pedestrian pavement
 - c. 6" at PCC vehicular pavement
 - d. 5.5" at heavy vehicular pavement
 - e. 5.0" at light vehicular pavement
3. Furnish and install asphalt concrete pavement:
 - a. 3.5" at heavy sections
 - b. 3.0" at light sections
4. Grade landscape areas to within 2" below adjacent hardscape.
5. Grade field grass areas to within 0.5" below adjacent hardscape.

Underground Utilities:

1. **Storm Drain:**
 - a. 18" PVC SDR 35 pipe
 - b. 12" PVC SDR 35 pipe
 - c. 8" PVC SDR 35 pipe
 - d. 6" PVC SDR 35 pipe
 - e. 4" PVC SDR 35 pipe
 - f. 4" Perforated pipe only @ stem wall and sub-drain.
 - g. Storm drain inlets with inlet tops supplied loose.
 - h. Storm drain manholes
 - i. Contech SD filter manhole
 - j. Storm drain area drains
 - k. Storm drain cleanouts
 - l. Storm-Tech Chamber - model #MC-3500
 - m. Raise to grade new utility castings.
2. **Sanitary Sewer: Onsite**
 - a. 4" PVC SDR 35 pipe
 - b. 6" PVC SDR 35 pipe
 - c. Sanitary sewer cleanouts
 - d. Sanitary sewer manholes
 - e. Air test new sanitary sewer system
 - f. Raise to grade new utility castings.
 - g. Excludes offsite pipeline and/or connection.
3. **Fire Water Service:**
 - a. 6" C900 PVC main

www.McGuireandHester.com

CORPORATE OFFICE 2810 HARBOR BAY PKWY ALAMEDA CA 94502 • OAKLAND OFFICE 9009 RAILROAD AVENUE OAKLAND CA 94603 • PH 510 632 7676

SACRAMENTO OFFICE 1016 N. MARKET BLVD # 20 SACRAMENTO CA 95834 • PH 916 372 8910

Contractors License Numbers; CA: 95879, AZ: 251628, NV: 72399, OR: 184930 DIR: 1000000033



- b. 8" C900 PVC main
- c. 6" Gate valve
- d. 8" Gate valve
- e. Fire hydrant assemblies
- f. Fire department connection
- g. Post indicator valve(s). Tamper switch included but wired by others.
- h. 6" Double check valve
- i. 8" Double check valve
- j. Hydrostatic test new fire water system
- k. Tie in to existing main.
- l. Raise to grade new utility castings.
- m. Excludes offsite pipeline and/or connection.

4. Domestic Water Service:

- a. 2.5" PVC SCH 80 pipe
- b. 2.5" Gate valves
- c. 4" C900 PVC main
- d. 4" Gate Valve
- e. 4" Domestic back flow preventer
- f. Hydrostatic test new domestic water system
- g. Tie in to existing domestic water BFP.
- h. Raise to grade new utility castings.
- i. Excludes offsite pipeline and/or connection.

Landscape & Irrigation:

- 1. Irrigation Sleeving in parking lot only.
- 2. Irrigation double check valve
- 3. 4" C900 PVC pipe

Exclusions:

- 1. Temporary facilities.
- 2. Tree protection.
- 3. Clearing, grubbing other than stripping of surface vegetation and demo of utilities shown on the civil plans. (See attached subcontractor proposal for add alternate scope)
- 4. Disposal fees for asphalt concrete containing fabric or other materials unacceptable to recycle facilities.
- 5. Structural excavation or backfill.
- 6. Handling, removal or disposal of the spoils generated by others.
- 7. Pavement seals, striping, markings, markers, parking bumpers or signage.
- 8. Headers at asphalt pavement.
- 9. Soil sterilant.
- 10. Adjusting to grade of new or existing utility castings for other trades.
- 11. Restoration work resulting from the activities of others.
- 12. Dewatering of subsurface ground water or control of rain / surface water.
- 13. Cathodic protection design and installation.
- 14. Through curb drains.
- 15. Water meters, bypass meters and associated fees unless included herein.
- 16. Fire system calculations and drawings.
- 17. Backflow and check valve certification other than by the manufacturer.
- 18. Trench drains.
- 19. Import of soils.



20. Coring or boring.
21. Relocation, protection and removal of existing utilities, sub-surface obstructions or debris. It is assumed that all proposed improvements are free of conflicts.
22. Handling, removal or disposal of hazardous or contaminated substances.
23. Subgrade or trench stabilization by means of ripping, sub-excavation, fabric, chemical treatment, etc., unless specifically included herein.
24. Dust control when our forces are not actively working on site.
25. SWPPP Plans, QSP/QSD services, BMP installation/maintenance/removal, inspection, sampling, monitoring, reporting and post construction BMP's.
26. Haul road and/or lay-down area installation, maintenance, repair or removal.
27. Air, settlement, vibration, sound, or other monitoring and mitigation.
28. Pre or post construction surveys (e.g. GPS, video, photographic, consultant, etc.).
29. Biologist services, wildlife surveys, demarcations and/or relocations. Rodent eradication or pest control.
30. Archeologist cost and related delays.
31. Tree trimming, root pruning, protection or arborist services.
32. Overtime, shift premiums or liquidated damages.
33. Traffic and pedestrian control measures, plans and fees.
34. M&H participation in composite cleanup crews, damage repair funds, or other similar composite activities, as well as related contract deductions.
35. Design, engineering and Building Information Modeling (BIM) participation.
36. Bond premium. Bonds must be requested at execution of contract.
37. Survey and construction staking.
38. Offsite work.
39. Testing and inspection.
40. Permits and fees.

Clarifications:

1. We have only included the demo of utilities shown on the Civil Drawings.
2. The lime-treatment for Inc #2 is only 12" per Inc #2 drawings. All other areas receiving lime-treatment are 18" depths.
3. Finish grade at all lime-treatment areas will be to finish grade elevations.
4. We are assuming all existing or utilities required to be installed in advanced of lime-treatment are below the zone of impact of future grading and lime-treatment operations. (Approximately 36" below finish subgrade.
5. On-site water to be provided by Owner.
6. Off-site work of demo, grade, paving and utilities is NOT included in our proposal.
7. Soil sterilant is NOT included due to lime-treatment under all hardscape which acts as a soil sterilant.
8. Landscaping sleeves in the parking lot are included in our proposal.
9. Rubberized and Synthetic turf play surfaces are NOT included in our proposal.
10. We have NOT included private utility locating in our proposal.
11. Price based on the award of the complete scope of work included herein.
12. All other work not specifically included shall be considered excluded from this proposal.
13. The inclusions, exclusions, and clarifications noted in this proposal shall be made a part of the contract and shall supersede any conflicting provisions.
14. Lump sum change orders to include 15% markup for overhead and profit. Work performed on a T&M basis will be paid according to the latest M&H labor and equipment rate sheets.
15. This proposal is valid for (30) days from the date of this proposal.
16. Payments are due within 30 days of invoice. Late payments subject to 1½% monthly finance charge.
17. Retention (5% max.) to be released within 35 days of M&H final billing.

www.McGuireandHester.com

CORPORATE OFFICE 2810 HARBOR BAY PKWY ALAMEDA CA 94502 ● OAKLAND OFFICE 9009 RAILROAD AVENUE OAKLAND CA 94603 ● PH 510 632 7676

SACRAMENTO OFFICE 1016 N. MARKET BLVD # 20 SACRAMENTO CA 95834 ● PH 916 372 8910

Contractors License Numbers; CA: 95879, AZ: 251628, NV: 72399, OR: 184930 DIR: 1000000033



18. Retention monies withheld to be deposited in an escrow account with M&H as the beneficial owner.
19. Project schedule to be mutually agreeable and will allow M&H to perform its work in an efficient sequence and manner. M&H to receive a copy of the baseline and subsequent schedule updates.
20. Proposal includes 10 EA move-in(s). Costs of additional move-ins may include additional equipment mobilization and losses in production charges due to interruptions in operations.
21. Proposal based on unobstructed access to all areas of work.
22. Work requested during or near inclement weather or wet jobsite conditions may result in additional costs.
23. Final price is subject to review of the final plans and permit requirements.
24. Utilities noted are to be stubbed to within 5' of building for final connection by others.
25. Native excavated material is assumed to be acceptable, without treatment, for trench zone backfill.
26. Proposal based on a contract agreement that is mutually agreeable.
27. M&H carries the following insurance limits with admitted "A" rated insurance carriers:
 - a. \$ 1,000,000 General Liability
 - b. \$ 1,000,000 Auto Liability
 - c. \$ 1,000,000 Employers Liability (Workers Compensation)
 - d. \$ 5,000,000 Pollution Liability
 - e. \$25,000,000 Excess Liability coverage (attaches over General, Auto, & Employers Liability)
 - f. \$10,000,000 Builders Risk/Installation coverage
 - g. \$ 1,000,000 Earthquake and Flood (subject to specific exclusions)
 - h. \$ 2,000,000 Design/Build Professional Liability
28. Additional costs apply for the following insurance enhancements: Railroad Protective Liability, Longshoreman/Harbor Workers, Federal Employers Liability Act, Job Specific Pollution Liability, or other.
29. OCIP / CCIP Policies are subject to M&H review and approval.
30. Any cancellation or modification of Owner or General Contractor procured Wrap Up (OCIP or CCIP) insurance will result in reimbursement to Contractor or Subcontractor tier to procure equivalent coverage. To the extent equivalent insurance is unavailable, or a gap in coverage does occur as a result of cancellation or modification, Owner or General Contractor shall reimburse contractor and/or subcontractor tier for all costs incurred for any and all claims.

Thank you for the opportunity to provide our proposal. If you have any questions, please feel free to call.

Sincerely,

McGuire & Hester

A handwritten signature in blue ink, appearing to be "SM", written over a faint, larger signature.

Sean Moss
Senior Estimator

Estimate No.: 230468

www.McGuireandHester.com

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Contractors License Numbers; CA: 95879, AZ: 251628, NV: 72399, OR: 184930

DIR: 1000000033



CLEARING AND DEMOLITION

PROPOSAL

To: McGuire & Hester

Date: 7/7/2023
Job: Oak Ridge Elementary
4501 Martin Luther King Jr Blvd, Sacramento

We propose to furnish all labor, equipment, and materials necessary to complete Selective Site Demolition for Oak Ridge Elementary Inc 1 as follows:

Table with 2 columns: Description of work items and their corresponding costs. Includes items like 'Mobe #1: Site demolition in playground east of wrought iron fence' with a cost of \$9,430.00.

Exclusions and Work to be Performed By Others:

Any required permits or bonds. Air quality notification, testing, or abatement of hazardous or contaminated waste or soil. Temporary construction fencing/security. All-weather access to work. Demolition work not noted or drawn on demolition sheets. Dust protection of areas outside of limit of work. Overtime or off-hours work. Buried or hidden debris. Backfill/compaction of excavations. Safe-off of utilities. Utility location or potholing. Saw cutting or removal of underground utilities other than listed above. Layout. Adhesive removal or floor prep. Sod stripping. Construction water and power. Shoring. Pavement subgrade removal. Disposal of unrecyclable concrete/asphalt. SWPPP BMP's and maintenance. Traffic control or traffic control plan.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized

Signature

Steve Hay

Signed: _____

Dated: _____

This proposal may be withdrawn if not accepted within 30 days.



**EXHIBIT 4
BID FORM**

PROJECT Sacramento City Unified School District
Oak Ridge Elementary School

TRADE **Site Demolition, Earthwork, Aggregate Base, Sewer System, Storm Drain, Water Systems and Asphalt Paving**

GENERAL INFORMATION

Firm Name	<u>Martin Brothers Construction</u>
Firm Address	<u>8801 Folsom Blvd Suite 260 Sacramento, CA 95826</u>
Name of Contact Person	<u>Nick Rutherford / Alex Emerson</u>
Telephone Number	<u>(916)381-0911</u>
Fax Number	<u>(916)381-0611 Accounting / (916)381-1447 Estimating</u>
E-mail	<u>estimating@martinbrothers.net</u>
CA License #	<u>726454</u>
DIR #	<u>100000017 Exp 6/30/2025</u>
Union Affiliation	<u>Laborers / Operating Engineers / Cement Masons</u>

EXHIBIT 1 - PROJECT DOCUMENTS

Do you acknowledge and agree to the terms and conditions of the project documents provided? (Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Drawings by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Specifications by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 2 100% DD by Nacht & Lewis Architects dated 2/24/23, Oak Ridge Elementary School Improvements Geotechnical Engineering Report by Terracon dated 2/13/23)
 Yes () No, If No attach exceptions

ACKNOWLEDGEMENT

Do you acknowledge and agree to the phasing and work specified in the "Otto's Notes to Bidding Subcontractor" called out on all Increment 1 drawing sheets in Exhibit 1?
 Yes () No, If No attach exceptions

EXHIBIT 2 - PRELIMINARY CPM SCHEDULE

Do you acknowledge and agree to the terms and conditions of the Preliminary CPM Schedule included in this package?
 Yes () No, If No attach exceptions

EXHIBIT 3 - PROJECT LABOR AGREEMENT

Do you acknowledge and agree to the terms and conditions of the Project Labor Agreement document included in the RFP package?
 Yes () No, If No attach exceptions

ACKNOWLEDGEMENT

This project is subject to Skilled and Trained Workforce requirements pursuant to Public Contract Code §2600. Do you acknowledge and agree to meeting these requirements?
 Yes () No, If No attach exceptions

EXHIBIT 5 - SAMPLE SUBCONTRACT

Do you acknowledge and agree to the terms and conditions of the Sample Subcontract?
 Yes () No, If No attach exceptions

EXHIBIT 6 - PRIME CONTRACT - FOR REFERENCE ONLY

Do you acknowledge and agree to the terms and conditions of the Prime Contract?
 Yes () No, If No attach exceptions

ADDENDA: 1, 2



Increment 1 Base Bid

Please provide your base bid amount for construction (furnish & install) of all work set forth in the Increment 1 project documents (Exhibit 1).

DVBE COMMITMENT (in dollars)

\$ 140,810.00 (DVBE Trucking)

This project has a 3% DVBE participation goal. Please identify DVBE monies included in your Inc. 1 Base Bid

Long Lead Items

Stormtech Chambers

Contech Storm Filter Manhole

Precast Storm & Sewer Materials

Lower Tier Subcontractors

Western Stabilization

Please include a final scope letter on Company letterhead listing all clarifications, inclusions and exclusions.

CONTRACTING

The initial contract between Otto Construction and the Modular Elevator Trade Partner will be written for the preconstruction/design amount. Pending DSA Approval of the drawings, and finalization of scope and pricing, an amendment or a separate contract will be written for the construction amount. It is the Modular Elevator Trade Partner's responsibility to meet (or improve upon) the construction budget set forth and communicate potential scope creep to Otto Construction. If the construction budget is exceeded, Otto Construction reserves the right to re-bid this scope of work.



8801 Folsom Blvd., Suite 260 Sacramento, CA 95826
 Ph.(916)381-0911(ext. 131); Fax.(916)381-0611
 License # 726454-A, DIR # 1000000017
 SBA Certified - SB and SDDB
 General Engineering Contractors
 Grading . Paving . Excavating
 Union Signatory

***** Bid Proposal *****

Submitted To: General Contractor	Job Title: SCUSD Oak Ridge Elementary School - Increment 1 4501 Martin Luther King Jr. Blvd Sacramento, CA 95820
Attn: Estimator	Estimator: Nick Rutherford (916-381-0911)
	Bid Date: 7/7/2023

- We are hereby pleased to submit our Proposal per Civil Plan Pages by Warren Consulting Engineers, Inc. dated May 26, 2023.
- This quote to include the following items (any items not specifically included are considered excluded):

BASE BID: Scope of Work for Site Earthwork, Subgrade, Aggregate Base Rock and Asphalt Concrete (3 Phases):

Pothole earthwork perimeter to identify any utilities in grade limits.

Site Rough Grade, Cut to Fill/Stockpile. Existing Native Soils are Considered Suitable for Fill Outside of Building Footprint. Rip & Cross Rip Subgrade. Export of Martin Brothers Generated Soils. Lime Treatment of all site at 6% to a Depth of 18". Finish Certified Grade of Building Pads.

Rough in landscape / planters around prepared pads, play ground / turf areas and playing fields to a +/- 0.33' grade.

Subgrade curbs, mowbands, gutters, seatwall, playground, turf area, vehicular concrete paving, flatwork, and asphalt concrete.

Aggregate Base placement and finish with 3/4" Class II recycled aggregate base as called out for gutters (6"), vehicular concrete paving (6"), flatwork (4") and asphalt concrete (5" & 5.5").

Asphalt Concrete placement with 3/8" PG64 - 10 hot mix asphalt at Hardcourt/Playcourt (3.5") and 1/2" PG64 - 10 hot mix asphalt at parking lot stalls & aisles (3.5")

UNDERGROUND WET UTILITY: Scope of Work for Site Sanitary Sewer, Storm Drainage and Fire/Domestic Water Service (3 Phases):

Pothole areas for path of new underground wet utility lines.

Sanitary Sewer: connect to existing sanitary sewer stub, place 4"/6" sewer pipe, place 60" / 48" sewer manholes, sewer clean out and standard new sewer line testing. No flushing, television or camera of existing or new lines is included.

Storm Drain: connect to existing storm with new structures, place 18"/12"/8"/6"/4" storm pipe, place 48" storm manholes, place square drop inlets sizes 24", storm clean outs, area drains, storm chambers, storm filter manhole and standard new storm line testing. No flushing, television or camera of existing or new lines is included.

Tie in Domestic/Fire Water Lines at Back of Proposed Sidewalk. Install Domestic & Fire Water Lines On Site per Plans. 8" backflows. 6" Fire Protection Assemblies. 4" Irrigation/Domestic Backflows with Meter Box Assemblies (no meter provided). Fire Hydrant Assemblies. Proposed hydrostatic and chlorination test for all water lines installed new. Asphalt patching with 3/8" HMA at water line installation through existing playground during 2024 phasing of project.

We hereby propose to furnish material and labor - complete in accordance with above specifications, for the sum of: **See Attached Pricing**

See Above & Attached Schedule of Values

Payment to be made NET 30
 Late Payment Subject To 1.5% per month interest penalty. All collection costs and or attorney fees to be paid by buyer.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Authorized Signature _____
 Nick Rutherford - Estimator
 Note: This proposal may be withdrawn by us if not accepted

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature __ Date _____

Addendum 1 & 2 Acknowledged

- * Move-In Clause: This price is based on mobilizations to perform work in 2023, 2024 & 2025. Phasing Scope of Work to be Completed per provided logistics plan.
- * Additional mobilizations to be negotiated (additional crew-days may be required)
- * Construction Water Source onsite, Restrooms/Handwashing Facilities and Staging Area to be provided by General Contractor
- * All items of work listed above in base bid must be selected for total price to be valid, unless otherwise agreed upon by both parties.
- * No Demolition Above or Below Ground Including Offsite Work Unless Otherwise Stated in this Proposal. No tree removal or tree protection.
- * All underground excavation for foundations, dry utility or structures to be performed by others. MBC will not be responsible to off haul these spoils from others operations.
- * No Concrete, No Utilities, ie... Joint Trench Utilities, Unless Noted Otherwise.
- * All onsite soils are considered suitable for fill.
- * Street Cleaning is Excluded from our Bid and is to be provided by the prime contractor. Street sweeper can be provided at an extra cost of \$2,050 per each 8 hour day.
- ** No Offsite work is included and no work that encroaches offsite or into the City/County Right of Way is included in our bid.

Exclusion and Special Conditions:

- 1 Excludes seal coat, chip seal, fog seal, prime coat, striping, signage, arborist or herbicides.
- 2 Standard Work Clause: All work included in this proposal is to be performed with conventional earth moving equipment. There is no allowance for specialized work or phasing required to prosecute the work when abnormal site conditions, weather, or other unknown conditions might exist.
- 3 Bid Price is subject to change if above stated scope is phased or divided.

- 4 Standby Clause: All standby labor, equipment and trucking costs resulting from delays or disruptions caused by others will be paid on a time and material basis.
- 5 **Our bid is based on working in Non-Winter like conditions. Should Martin Brothers Const. be directed and or requested to work in winter conditions, our applicable bid item's unit price or subcontract price, whichever is applicable, shall be increased to reimburse us for the increased cost for working in Winter like conditions.**
- 6 **Oil Escalation Clause: All asphalt concrete pricing will be quoted with a base RACK PRICE of \$470 per ton of oil at the time of bid and then re-adjusted with a time of construction RACK PRICE as it applies. Every \$10 per ton oil increase, add \$0.75 per ton hot mix asphalt.**
- 7 No Night Work, Weekend Work, Special Shift Work, or Overtime.
- 8 Work shall be accomplished on a mutually agreed upon schedule, weather and ground conditions permitting, during normal working days Monday thru Friday (8:30 AM to 4:00 PM). Minimum 4-weeks notice is required.
- 9 This price is based on 8 (eight) hour work shift/s and with a continuous operation. Should the inspecting agency cause delays because of insufficient ground temperature or atmospheric conditions, the owner or general contractor will be responsible for all labor and equipment stand-by charges.
- 10 Insurance Liability: Coverage in excess of \$1,000,000.00 and Waiver of Subrogation for Workers Compensation is excluded. Additional Liability of Waiver of Subrogation coverage costs will be extra.
- 11 No Crack Cleaning or Sealing, or Paving Fabric.
- 12 No Builders Risk, OCIP, UCIP Insurance or Bonds (bond rate is 1%), unless otherwise agreed.
- 13 Retention is to be released a minimum of 30 days after our work is complete and final billing provided.
- 14 Access to work area for equipment and trucking is to be provided by General Contractor.
- 15 No Fees, Permits, Special Insurance, Professional Engineering, Staking, Surveying, Materials Testing, and Inspection.
- 16 No Personnel project specific medical or drug testing. (available at additional cost)
- 17 No QCQA or other Testing, Header Boards or Utilities (temporary or otherwise).
- 18 No Traffic Control, Traffic Control Plan, Barricades, Lane Closures or Temporary Lane Markers, unless other wise mentioned above.
- 19 MBC is Not Responsible for damage or delays to project schedule due to all unknown / unmarked existing utilities.
- 20 General Contractor is responsible to locate underground utilities not located by Underground Service Alert (USA). Cost of private locating service not included in base bid.
- 21 Rock around water quality basin inlets and associated permeable materials are excluded from this proposal unless stated otherwise.
- 22 No Storm Water Erosion Control Protection Plan (SWPPP) or Implementing of Plan or rock construction entrance, unless otherwise noted or agreed upon by both parties.
- 23 No Site Security or protection of our Work, Dust control for our work only
- 24 NO hot tap connections or hot tap fees for permits.
- 25 No Dewatering.
- 26 No site fencing, temporary fencing and barricades.
- 27 Minimum Payment Clause: this price is based on a minimum payment to perform the work specified above. MBC will not accept payment for anything less than the bid
- 28 No recompaction of unsuitable or undocumented soils. For example, soil that are not unsuitable for compaction.
- 29 No unsuitable, undocumented or hazardous soils are to be handled, excavated, relocated or off hauled unless based on a time and materials cost addition.
- 30 No underground piping, removal, conduit or structural removal, replacement, installation or materials unless otherwise mentioned in above scope of work.
- 31 No tree removal, stump removal, trimming or arborist, unless noted.

This is a proposal only for the purpose of establishing a price for the work as outlined.

In the event we are low bidder, a formal contract suitable to both parties shall be prepared and fully executed, and neither party shall be bound until the contract is executed.

The terms and conditions of this proposal shall be incorporated into any contract or subcontract. This proposal is good for thirty (30) days from the date hereon, after which time Martin Brothers Construction, Inc. reserves the right to review the proposal for any changes in prices.

07/07/2023 12:33
 2023-213-1 OAK RIDGE E.S. - INCREMENT 1
 *** Nick Rutherford

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
BMP INSTALLATION ONLY, PER C7.1:						
1	CONSTRUCTION ENTRANCE	F - New	2.000	EA		
2	STRAW WATTLE	F - New	3,105.000	LF		
3	INLET PROTECTION W/ FILTER BAG	F - New	65.000	EA		

- \$41,731.50

SITE DEMOLITION/CLEARING (NO BUILDING):

10	POTHOLE PRIOR TO DEMO/EXCAVATION	F - New	1.000	LS		
20	DEMO / REMOVE PLAYGROUND APPARATUS	F - New	2.000	EA		
30	DEMO / REMOVE B-BALL POST, BACKBOARD	F - New	4.000	EA		
35	DEMO / REMOVE POSTS, SIGNS, BOLLARDS & FTGS	F - New	59.000	EA		
40	DEMO / REMOVE C/L & WOOD FENCE & BACKSTOP	F - New	4,200.000	LF		
50	DEMO TREES & STUMPS	F - New	61.000	EA		
60	DEMO ASPHALT	F - New	76,225.000	SF		
65	DEMO SITE CONCRETE CURBS, GUTTERS, WALKS	F - New	1,420.000	SF		
70	DEMO / REMOVE IRRIGATION LINES (2,015') & GRASS	F - New	199,850.000	SF		
80	DEMO/REMOVE SD, H2O, SS LINES & STRUCTURES (19)	F - New	4,465.000	LF		
85	DEMO PLANTER BOX (9), TABLE (2) & PLAY WALL	F - New	12.000	EA		

- \$384,135.00

EARTHWORK & LIME TREATMENT:

100	INCREMENT 1: ROUGH GRADE SITE	F - New	3,668.000	CY		
101	INCREMENT 2: ROUGH GRADE SITE	F - New	2,950.000	CY		
105	INCREMENT 1: LIME TREAT SITE SUBGRADE - 18" @ 6%	F - New	157,275.000	SF		
106	INCREMENT 2: LIME TREAT SITE SUBGRADE - 18" @ 6%	F - New	85,650.000	SF		
107	INCREMENT 1: LIME DIG OUT LANDSCAPE AREAS - 18"	F - New	995.000	CY		
108	INCREMENT 2: LIME DIG OUT LANDSCAPE AREAS - 18"	F - New	880.000	CY		
110	EXPORT EXCESS SPOILS FOR MBC GENERATED WORK	F - New	3,500.000	CY		
120	BACK UP EDGES OF CC IMP'S W/ SITE SOIL	F - New	1.000	LS		
130	PAD GRADE	F - New	36,255.000	SF		
131	ROUGH GRADE LANDSCAPE GRADE TO +/- 0.25'	F - New	33,670.000	SF		
132	SWALE GRADES	F - New	1,560.000	LF		

SUBGRADES, & AGGREGATE BASE & ASPHALT:

07/07/2023 12:33
 2023-213-1 OAK RIDGE E.S. - INCREMENT 1
 *** Nick Rutherford

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
140	CURB GRADES (FLUSH, ROLLED, APPARATUS, ETC..)	F - New	9,225.000	LF		
142	GUTTER GRADES	F - New	825.000	LF		
150	GRADE & AGG. BASE - 4" @ FLATWORK	F - New	38,520.000	SF		
160	GRADE & AGG. BASE - 6" @ GUTTER	F - New	825.000	LF		
165	GRADE & AGG. BASE - 6" @ CC PAVING	F - New	20,670.000	SF		
167	GRADE & AGG. BASE - 4" @ AGG YARD	F - New	4,775.000	SF		
168	GRADE & AGG. BASE - 4" @ RBRR WEAR COURSE	F - New	1,945.000	SF		
169	GRADE & AGG. BASE - 4" @ TURF FIELD	F - New	1,940.000	SF		
170	GRADE, AGG. BASE - 5"/5.5" & A.C. - 3.5" @ ASPHALT	F - New	111,600.000	SF		
180	1.5" ADA STALL GRIND & OVERLAY	F - New	340.000	SF		

- \$2,205,887.50

WATER & FIRE SYSTEM:

200	POTHOLE & CONNECTION FOR WATER W/ VALVE	F - New	1.000	LS		
205	CONNECT TO EXISTING WATER LINE	F - New	4.000	EA		
210	INCREMENT 2: JT 4" DOMESTIC / 8" FIRE SERVICE LINE	F - New	1,735.000	LF		
211	INCREMENT 2: 6" FIRE SERVICE LATERAL	F - New	290.000	LF		
212	INCREMENT 2: ASPHALT PLAYGROUND TRENCH PATCH	F - New	4,750.000	SF		
215	IRRIGATION SERVICE	F - New	1.000	EA		
216	8" FIRE SERVICE LINE	F - New	980.000	LF		
217	6" FIRE SERVICE LATERALS	F - New	755.000	LF		
218	4" DOMESTIC WATER LINE	F - New	450.000	LF		
219	1"/2.5" DOMESTIC WATER LINES	F - New	325.000	LF		
220	8" DOUBLE CHECK	F - New	2.000	EA		
221	6" GATE VALVES	F - New	4.000	EA		
222	6" FIRE PROTECTION ASSEMBLIES	F - New	3.000	EA		
223	2.5"/4" GATE VALVES	F - New	7.000	EA		
224	CAP FOR FUTURE	F - New	10.000	EA		
295	WATER LINE FLUSH & CHLORINATE	F - New	4,535.000	LF		

STORM DRAIN SYSTEM:

300	POTHOLE & CONNECTION FOR STORM LINES	F - New	1.000	LS		
305	STORM CHAMBER SYSTEM	F - New	1.000	EA		
311	12"/18" STORM DRAIN PIPE	F - New	1,055.000	LF		
312	8" STORM PIPE	F - New	1,940.000	LF		
315	96" STORMFILTER	F - New	1.000	EA		
320	4"/6" STORM LATERAL PIPE	F - New	2,150.000	LF		

07/07/2023 12:33
 2023-213-1 OAK RIDGE E.S. - INCREMENT 1
 *** Nick Rutherford

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
330	4" SUBDRAIN PIPE	F - New	775.000	LF		
335	STORM MANHOLES	F - New	7.000	EA		
340	24" SQ DROP INLET	F - New	23.000	EA		
350	AREA DRAINS	F - New	40.000	EA		
360	STORM DRAIN CLEANOUT	F - New	23.000	EA		
365	CAP FUTURE STORM	F - New	26.000	EA		
375	INCREMENT 2: ADJUST INLETS FROM INCREMENT 1	F - New	34.000	EA		
380	TEST STORM LINE	F - New	5,920.000	LF		
	SEWER SYSTEM:					
400	POTHOLE & CONNECTION FOR SEWER PIPE	F - New	1.000	LS		
410	4"/6" SEWER PIPE	F - New	1,835.000	LF		
415	SEWER MANHOLES	F - New	3.000	EA		
425	CAP FUTURE SEWER	F - New	13.000	EA		
430	6" SEWER CLEANOUT	F - New	20.000	EA		
440	TEST SEWER LINE	F - New	1,695.000	LF		
						-
						\$2,161,921.00
						Bid Total =====>
						\$4,793,675.00



**EXHIBIT 4
BID FORM**

PROJECT Sacramento City Unified School District
Oak Ridge Elementary School

TRADE Earthwork & Asphalt paving

GENERAL INFORMATION

Firm Name	<u>Duran & Venables, Inc.</u>
Firm Address	<u>748 S. Hillview Drive, Milpitas, CA 95035</u>
Name of Contact Person	<u>Michael Stogner</u>
Telephone Number	<u>408 934-7300/Office - 408 639-1903/Cell</u>
Fax Number	<u>408 934-7310</u>
E-mail	<u>Mikes@dvpave.com</u>
CA License #	<u>375068-A</u>
DIR #	<u>1000001404</u>
Union Affiliation	<u>Operating Engineers Local 3 and Norcal Laborers</u>

EXHIBIT 1 - PROJECT DOCUMENTS

Do you acknowledge and agree to the terms and conditions of the project documents provided? (Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Drawings by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Specifications by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 2 100% DD by Nacht & Lewis Architects dated 2/24/23, Oak Ridge Elementary School Improvements Geotechnical Engineering Report by Terracon dated 2/13/23)
 Yes () No, If No attach exceptions

ACKNOWLEDGEMENT

Do you acknowledge and agree to the phasing and work specified in the "Otto's Notes to Bidding Subcontractor" called out on all Increment 1 drawing sheets in Exhibit 1?
 Yes () No, If No attach exceptions

EXHIBIT 2 - PRELIMINARY CPM SCHEDULE

Do you acknowledge and agree to the terms and conditions of the Preliminary CPM Schedule included in this package?
 Yes () No, If No attach exceptions

EXHIBIT 3 - PROJECT LABOR AGREEMENT

Do you acknowledge and agree to the terms and conditions of the Project Labor Agreement document included in the RFP package?
 Yes () No, If No attach exceptions

ACKNOWLEDGEMENT

This project is subject to Skilled and Trained Workforce requirements pursuant to Public Contract Code §2600. Do you acknowledge and agree to meeting these requirements?
 Yes () No, If No attach exceptions

EXHIBIT 5 - SAMPLE SUBCONTRACT

Do you acknowledge and agree to the terms and conditions of the Sample Subcontract?
 Yes () No, If No attach exceptions

EXHIBIT 6 - PRIME CONTRACT - FOR REFERENCE ONLY

Do you acknowledge and agree to the terms and conditions of the Prime Contract?
 Yes () No, If No attach exceptions

ADDENDA: Addenda 1 & 2



Increment 1 Base Bid

\$ 2,918,700.00

Please provide your base bid amount for construction (furnish & install) of all work set forth in the Increment 1 project documents (Exhibit 1).

DVBE COMMITMENT (in dollars)

\$ 138,261.00

This project has a 3% DVBE participation goal. Please identify DVBE monies included in your Inc. 1 Base Bid

Long Lead Items

Lower Tier Subcontractors

DLC Clearing & Demolition, Chrisp Company

Western Stabilization,

Please include a final scope letter on Company letterhead listing all clarifications, inclusions and exclusions.

CONTRACTING

The initial contract between Otto Construction and the Modular Elevator Trade Partner will be written for the preconstruction/design amount. Pending DSA Approval of the drawings, and finalization of scope and pricing, an amendment or a separate contract will be written for the construction amount. It is the Modular Elevator Trade Partner's responsibility to meet (or improve upon) the construction budget set forth and communicate potential scope creep to Otto Construction. If the construction budget is exceeded, Otto Construction reserves the right to re-bid this scope of work.



July 7, 2023

DIR Registration # 1000001404

Otto Construction

ATTN: Maram Daood/Joe Ussery

RE: Oak Ridge E.S. Increment 1 – Sacramento, CA

We are pleased to submit a proposal for the subject project as follows:

Our proposal is based on the following bid documents:

- Project Inc. 1 Plans prepared by WCE dated 5/26/2023
- Project Inc. 2 Plans prepared by WCE dated 2/24/2023
- Geotechnical Investigation prepared by Terracon dated 2/13/2023
- Addendums 1 & 2

Our Base Bid Includes the Following:

Increment 1: September 2023 – April 2024

Site Clearing/Demolition Scope:

1. Remove Backstop and dugouts
2. Remove Cyclone fencing at North and East PL's where wrought Iron exists.
3. Remove fencing, signs, and bollards at Mendocino Dead end.
4. Remove AC sidewalk
5. Remove South and East PL trees, poles and fencing.
6. Remove irrigation lines in grading area.
7. Disc existing vegetation to reduce deleterious materials to within acceptable limits.

Rough Grading Scope:

8. Rough grade site to designated subgrade elevations.
9. Export excess soil generated by our rough grading activity.
10. Lime treat Inc. 1 Phase 1 site to a depth of 18" with a 50/50 mix @ 6%. Based on 110 soil weight.
11. Compact and finish subgrade immediately following lime treatment process.

Site Grading Scope:

12. Clean up grade after utility installation including the following improvements:
 - Vertical curb and curb & gutter
 - Heavy duty asphalt pavement 3.5/5.5
 - Vehicular PCC paving
 - Pedestrian PCC paving
13. Excavate for the Bio swale in the planter islands.
14. Install irrigation sleeves shown on L3.1

Aggregate Base Scope:

15. Furnish and install Class 2 Aggregate Base at the following improvements:
 - 6" at curb & gutter
 - 5.5" at Heavy duty asphalt pavement
 - 6" at Vehicular PCC paving
 - 4" at Pedestrian PCC paving

Asphalt Paving Scope:

16. Furnish and install ½" mix asphalt at the following improvements in 2 lifts and 1 mobilization:
 - 3.5" at Heavy duty asphalt pavement
17. Seal coat new asphalt prior to striping.

Striping and signage Scope:

18. Layout and install painted parking lot striping and markings as shown on sheet C6.1 and C6.2
19. Curb painting wheel stops and signage.

Increment 2: June 2024 – August 2024**Site Grading Scope:**

20. Clean up subgrade for the following improvements:
 - Vertical curb and Concrete bands
 - Heavy duty asphalt pavement 3.5/5.5
 - Light duty asphalt pavement 3/5
 - Vehicular PCC paving
 - Pedestrian PCC paving
 - Artificial Turf areas
 - DG Paving area
 - Rubber Play surface areas
21. Remove lime treated soil from the landscape areas and export from the site. **Note: Placement of clean soil either import or from stockpile is excluded.**

Aggregate Base Scope:

22. Furnish and install Class 2 Aggregate base at the following improvements:
 - 5.5" at Heavy duty asphalt pavement 3.5/5.5
 - 5" at Light duty asphalt pavement 3/5
 - 6" at Vehicular PCC paving
 - 4" at Pedestrian PCC paving
 - 4" at DG Paving area
 - 4" at Rubber Play surface areas

Asphalt Paving Scope:

23. Furnish and install ½" mix asphalt at the following improvements in 2 lifts and 1 mobilization:
 - 3.5" at Heavy duty asphalt pavement
24. Furnish and install 3/8" mix asphalt at the following improvements in 1 lift and 1 mobilization:
 - 3" at Light duty asphalt pavement
25. Seal coat new asphalt prior to striping.

Increment 1: June 2025 – August 2025**Site Clearing/Demolition Scope:**

26. Remove AC pavement with petromat and concrete not under building overhands or ramps/Stairs
27. Remove all hardscape, bark, play equipment and fences.
28. Remove trees and stumps after buildings have been removed.

Rough Grading Scope:

29. Rough grade site to designated subgrade elevations.
30. Export excess soil generated by our rough grading activity.
31. Lime treat Inc. 1 Phase 2 site to a depth of 18" with a 50/50 mix @ 6%. Based on 110 soil weight.
32. Compact and finish subgrade immediately following lime treatment process.

Site Grading Scope:

33. Clean up grade after utility installation including the following improvements:
 - Vertical curb and curb & gutter
 - Heavy duty asphalt pavement 3.5/5.5
 - Light duty asphalt pavement 3/5

- Vehicular PCC paving
 - Pedestrian PCC paving
34. Grade fields and planters to +/- 0.2' of finished grade with on-site soils.

Aggregate Base Scope:

35. Furnish and install Class 2 Aggregate Base at the following improvements:
- 6" at curb & gutter
 - 5.5" at Heavy duty asphalt pavement
 - 5" at Light duty asphalt pavement
 - 6" at Vehicular PCC paving
 - 4" at Pedestrian PCC paving

Asphalt Paving Scope:

36. Furnish and install 1/2" mix asphalt at the following improvements in 2 lifts and 1 mobilization:
- 3.5" at Heavy duty asphalt pavement
37. Furnish and install 3/8" mix asphalt at the following improvements in 1 lift and 1 mobilization:
- 3" at Light duty asphalt pavement
38. Seal coat new asphalt prior to striping.

Striping and signage Scope:

39. Layout and install painted parking lot striping and markings as shown on sheet C6.1 and C6.2
40. Curb painting wheel stops and signage.
41. Traffic and dust control for our work. **We require an on-site water source for our dust control.**
42. Clean up for our work only.

See Bid from for pricing

ALTERNATE #1 – Furnish and install SWPPP BMP's for Inc 1 **September 2023 – April 2024** specifically including the following:

- Straw wattles
- Inlet protection
- Gravel Construction entrance

Total Alternate #1: \$ 43,400.00

ALTERNATE #2 – Furnish and install SWPPP BMP's for Inc 1 **June 2025 – August 2025** specifically including the following:

- Straw wattles
- Inlet protection
- Gravel Construction entrance

Total Alternate #2: \$ 22,400.00

ALTERNATE #3 – Export clean spoils generated by others. Pricing is based on loading from a stockpile with unimpeded access to our equipment and trucks. Based on 300 CY per shift and 15 CY per load.

Total Alternate #3: \$ 78.00/CY

ALTERNATE #4 – Export Lime treated spoils generated by others. Pricing is based on loading from a stockpile with unimpeded access to our equipment and trucks. Based on 300 CY per shift and 15 CY per load.

Total Alternate #3: \$ 91.00/CY

Breakdown of Base Bid (for accounting purposes only):

Inc 1 September 2023 – April 2024: \$ 1,059,900.00
Inc 2 June 2024 – August 2024: \$ 519,400.00
Inc 1 June 2025 – August 2025: \$ 1,339,400.00

Our Base Bid Excludes the Following:

1. Summer utility work of 2024. Saw cutting, demolition of asphalt or patch paving.
2. Permits, fees and cost of furnishing bonds
3. Engineering, staking, layout, soils testing, hazardous materials testing, or other testing
4. Potholing for other trades (we will stockpile our potholing spoils on-site)
5. Demolition of any kind except as noted
6. Demolition of Utilities other than irrigation.
7. Import of soil
8. Over-excavation and re-compaction of existing soils **Not required**
9. Reworking unsuitable, over-optimum, saturated or organically laden soils including but not limited to dewatering or aeration
10. Dewatering
11. Grading under the drip line of trees or removal of roots and organics
12. Structural or wall excavation or backfill
13. Footing excavation
14. Drainage or drain rock for backfill
15. Notching, excavation, or sloping of subgrade or base rock for depressed concrete slab sections, sloping slabs, pits, thickened slab edges, or curbs
16. Any underlayment of the building pad including, but not limited to, slab rock, sand, or vapor barrier
17. Handling other trades' spoils
18. Removal and handling of buried debris or other latent features
19. Patching and cleaning of new asphalt due to other trades construction
20. Prime coat for pavement **Not Required**
21. Handling of hazardous, contaminated, asbestos-containing or regulated materials
22. Locating, potholing, relocation, disconnection, marking or removal of underground utilities or storage tanks (including septic tanks & leach lines)
23. Concrete, utilities, truncated domes, or header boards
24. Sheeting, shoring, bracing and underpinning
25. Temporary Fences, barricades, or canopies
26. Tree protection or work within tree protection areas
27. Landscape work including finish grading or import and placement of topsoil and borrow for grass, landscape and planter areas
28. Excavation, subgrade, or base rock for landscape concrete headers, curbs, mow bands, or seat walls
29. Root barriers
30. Construction of bioswales, flow through planters, or pre-cast planters including excavation, bio-treatment soil mix, pipe, or rock
31. Erosion control, maintenance, or removal
32. Providing a site-specific storm water prevention plan, QSD/QSP duties, or BMP inspection
33. Winter maintenance such as pumping of rainwater or installation or removal of temporary construction roads
34. Dust control when our crews are not physically working at the site (after hours or weekends)
35. Raising or lowering of existing or new manholes, utility boxes, vaults, monuments, etc.
36. Repairs to existing improvements due to construction traffic
37. Traffic control for others
38. Pollution liability insurance, if required, with policy limits greater than \$2,000,000 (additional coverage is available at additional cost)

- 39. Providing labor to meet any local hire goals
- 40. All else not mentioned in includes

Specific Conditions of this Bid:

- 1. Our proposal is based on using GPS technology which will require a minimum of five control points and the CAD file.
- 2. Asphalt paving to be placed in one (1) lift and one (1) move-in.
- 3. Landscape rough grading will be done during initial rough grade operations.
- 4. Building pad to be certified by Owner / General Contractor prior to D&V demobilizing after this operation. Costs for certification of pads to be borne by Owner / General Contractor.
- 5. All devices protruding into subgrade (e.g. manholes and valve boxes) shall be lowered by others to 12" below subgrade prior to commencement of our subgrade operation.
- 6. We have **3** move-ins included for each Project Phase, as follows: 1) Demolition, Rough grade, export and Lime treatment. 2) Site grading and aggregate base. 3) asphalt paving.
- 7. One move-in per phase of work and one continuous operation per move-in with clear, unobstructed access
- 8. Any additional phasing of our work will result in additional costs due to reduction in production and additional move-ins. Additional move-ins are generally as follows: Blade / small scraper rough grading crew or Blade finish crew is \$16,000; Skip loader finish crew is \$9,100; Sidewalk finish crew is \$6,800; Patch pave crew is \$8,000; Paving crew is \$18,000. If the asphalt paving is broken up into separate lifts done at separate times there will be the added cost to clean and tack the bottom lift.
- 9. Any work requested by the Owner / Client to be performed in inclement weather or over-optimum moisture conditions will result in additional costs and will be billed on a time and materials basis.
- 10. If any seals are included in our proposal, any cleaning of the pavement prior to application is not included
- 11. Any overtime requested by the Owner / Client to expedite completion of this project must be approved prior to the work being done and will be billed as a change order.
- 12. Our bid is based on our work being complete before building work begins – if building work begins prior to completion of our work there may be a cost impact that will need to be evaluated.
- 13. Our bid is based on the availability of a water source on or adjacent to the job site; no provisions for rationing are included.
- 14. When a fog seal is included in our proposal, the seal is to be applied immediately after paving. Any delay caused by General Contractor / Owner could result in an added cost for sweeping and washing.
- 15. Unless noted otherwise, all base rock is recycled base rock that will meet Caltrans Class 2 specification
- 16. Per California Government Code 4216, any excavation within 24" of existing underground utilities must be done with hand tools. Our proposal does not include hand digging in these areas (other than potholing). If this condition occurs during the construction of new improvements and the utilities cannot be relocated (by others) or a design change made, we will need to either be compensated for hand digging these areas or released from all liability if we are directed to proceed with our heavy equipment. We will not proceed with the excavation if we believe it will be an unsafe operation.
- 17. Our prices do not include working over, under or within five (5) feet of underground/aerial devices of any description including, but not limited to, water lines, gas lines, commodity transmission lines, T.V. and telephone lines, tunnels, vaults, etc. Electrical lines require 6ft minimum clearance and/or OSHA standards.
- 18. Any soil export will require testing per the DTSC guidelines with reporting limits acceptable for residential use and a soil certification letter from the Owner certifying that the soils are non-toxic, non-hazardous, not contaminated, and suitable for unrestricted use prior to the start of construction. All testing costs are by others.
- 19. Pricing subject to review of final plans, final soils report, confirmation of the existing ground topography and site inspection prior to initial mobilization.
- 20. Due to the unpredictable energy costs and availability Duran & Venables reserves the right to pass on increased costs over 5% to the cost of natural gas, electricity, and/or petroleum products passed on by our suppliers and truckers. Asphalt concrete is based on a current liquid asphalt price of \$ 670.00 per ton.
- 21. All Rock screening shall be considered extra work and Duran & Venables, Inc. shall be compensated on a Time and material basis for such work.
- 22. Any Serpentine encountered, shall become the responsibility of the General Contractor/ Owner, and any delays and/or work related to the encountered rock shall be considered extra work.
- 23. Bid is based on each party being responsible for its own acts and for its share of liability. The contract's indemnification provision must include a "comparative fault" clause (and/or inclusion of this specific condition) by

DURAN & VENABLES, INCORPORATED

which Duran & Venables is obligated to indemnify Owner/General Contractor only to the extent caused in whole or part by the negligent acts or omissions by Duran & Venables. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the presence of any hazardous or toxic material present under or on the work area if in fact the material has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this subcontract.

- 24. Retention to be paid 30 days after substantial completion of our work even if the work has not been accepted by the governing agency if the delay is not the fault of Duran & Venables
- 25. The inclusions, exclusions, and conditions in this letter shall be made an "Attachment" of any subsequent contract. In case of conflict between this document and the other contract documents, the terms of this document will prevail.
- 26. This proposal remains in effect for thirty days from receipt.
- 27. Number of Addenda noted: 2

We look forward to working with you on this project. If you have any questions, please do not hesitate to call.

Sincerely,
Duran & Venables, Inc.

Michael Stogner



EXHIBIT 4 BID FORM

PROJECT Sacramento City Unified School District
Oak Ridge Elementary School

TRADE Utilites

GENERAL INFORMATION

Firm Name	<u>Preston Pipelines</u>
Firm Address	<u>133 Bothelo Ave. Milpitas, CA</u>
Name of Contact Person	<u>Ali Kirschman</u>
Telephone Number	<u>408-712-6185</u>
Fax Number	<u></u>
E-mail	<u>akirschman@prestonpipelines.com</u>
CA License #	<u>1059395</u>
DIR #	<u>1000528223</u>
Union Affiliation	<u>Laborers & Operators</u>

EXHIBIT 1 - PROJECT DOCUMENTS

Do you acknowledge and agree to the terms and conditions of the project documents provided? (Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Drawings by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Specifications by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 2 100% DD by Nacht & Lewis Architects dated 2/24/23, Oak Ridge Elementary School Improvements Geotechnical Engineering Report by Terracon dated 2/13/23)
 Yes () No, If No attach exceptions

ACKNOWLEDGEMENT

Do you acknowledge and agree to the phasing and work specified in the "Otto's Notes to Bidding Subcontractor" called out on all Increment 1 drawing sheets in Exhibit 1?
 Yes () No, If No attach exceptions

EXHIBIT 2 - PRELIMINARY CPM SCHEDULE

Do you acknowledge and agree to the terms and conditions of the Preliminary CPM Schedule included in this package?
 Yes () No, If No attach exceptions

EXHIBIT 3 - PROJECT LABOR AGREEMENT

Do you acknowledge and agree to the terms and conditions of the Project Labor Agreement document included in the RFP package?
 Yes () No, If No attach exceptions

ACKNOWLEDGEMENT

This project is subject to Skilled and Trained Workforce requirements pursuant to Public Contract Code §2600. Do you acknowledge and agree to meeting these requirements?
 Yes () No, If No attach exceptions

EXHIBIT 5 - SAMPLE SUBCONTRACT

Do you acknowledge and agree to the terms and conditions of the Sample Subcontract?
 Yes () No, If No attach exceptions

EXHIBIT 6 - PRIME CONTRACT - FOR REFERENCE ONLY

Do you acknowledge and agree to the terms and conditions of the Prime Contract?
 Yes () No, If No attach exceptions

ADDENDA: 1-2



Increment 1 Base Bid

\$2,507,030.00

Please provide your base bid amount for construction (furnish & install) of all work set forth in the Increment 1 project documents (Exhibit 1).

DVBE COMMITMENT (in dollars)

TBD

This project has a 3% DVBE participation goal. Please identify DVBE monies included in your Inc. 1 Base Bid

Long Lead Items

Lower Tier Subcontractors

Please include a final scope letter on Company letterhead listing all clarifications, inclusions and exclusions.

CONTRACTING

The initial contract between Otto Construction and the Modular Elevator Trade Partner will be written for the preconstruction/design amount. Pending DSA Approval of the drawings, and finalization of scope and pricing, an amendment or a separate contract will be written for the construction amount. It is the Modular Elevator Trade Partner's responsibility to meet (or improve upon) the construction budget set forth and communicate potential scope creep to Otto Construction. If the construction budget is exceeded, Otto Construction reserves the right to re-bid this scope of work.



07/07/2023

BID PROPOSAL

PPI Bid: 230489

To: Duran & Venables
748 South Hillview Drive
Milpitas, CA

Attention: Mike Stogner

Project: SCUSD Oak Ridge Elementary School

Contact: Ali Kirschman // cell: 408.712.6185 // akirschman@prestonpipelines.com

Preston's Bid is based on the following Plans, Specifications and Schedule

Plans: Civils

Engineer: Warren Consulting Engineers

Date: 06.30.2023

Spec. Section: Project Spec

Soils Report: Noted

Addenda: 1-2

Schedule: Not provided. Bid based on clear and unobstructed access.

Job Specific Notes

1. **Scope:** Refer to attached 'PPI Takeoff' for specific scope items included in this proposal. Any items not explicitly noted in this proposal, or the attached take-off are excluded from this bid.
2. **Skilled and Trained:** PPI has included the added cost of the required Skilled and Trained Workforce required on this project in the base price above.
3. **Spoils:** Approximately **3,500** CY of spoils will be left onsite. Spoils from offsite to be stockpiled onsite.
4. **FDC:** The base price above includes a 2-way fire department connection (FDC) as shown on the drawings – Add if a **4-way FDC is required: \$4,000.00**
5. **Automatic Sprinkler Riser:** Add price to install the ASR out of sequence: **\$3,500.00 ea.**
6. **Replacing Concrete:** This proposal includes hot mix asphalt for all patching, including concrete areas. Concrete and sidewalks to be done by others.
7. **Surface Markings:** This proposal does not include the replacement of any striping or surface markings.

Corporate Office
133 Bothelo Avenue
Milpitas, CA 95035
408.262.1418
408.262.1870 Fax

www.PrestonPipelines.com
CA License No. 1059395
DIR#1000528223

Sacramento Office
3780 Commerce Drive
West Sacramento, CA 95691
916.386.1500
Fax 916.386.7531

8. **Lime Treatment:** This proposal assumes the utilities will be installed prior to any lime treatment. The existing water line to be protected will not be lowered per RFI response 3. Instead, aggregate base will be placed over the water line, 2' on each side of the pipe.
9. **Turf Replacement:** This proposal does not include replacement of any turf areas.
10. **City Water Meter:** This proposal does not include any fees associated with the purchase or installation of the City's water meters.
11. **As-Builts:** GPS as-builts are included in the base price above. It is the responsibility of the owner or general contractor to sign the civil engineer's 'survey control transfer agreement' (if one exists) and provide civil engineer survey control points and applicable CAD files.

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Preston Pipelines Infrastructure LLC
SCUSD Oak Ridge Elementary School - 07/07/2023

CLIENT #	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
Demo					
1	SS Cut & Cap	3.000	EA	\$1,100.00	\$3,300.00
2	SD Cut & Cap	3.000	EA	\$1,100.00	\$3,300.00
3	Water Cut & Cap	3.000	EA	\$1,100.00	\$3,300.00
4	Irrigation Cut & Cap	4.000	EA	\$1,200.00	\$4,800.00
Demo Subtotal					\$14,700.00
Sewer					
1	6" Sewer - PVC	1,650.000	LF	\$ 150.00	\$247,500.00
2	4" Sewer - PVC	140.000	LF	\$ 120.00	\$16,800.00
3	48" Sewer Manhole	3.000	EA	\$9,600.00	\$28,800.00
4	Sewer Cleanout	20.000	EA	\$1,400.00	\$28,000.00
5	Connect to (E) Sewer	1.000	EA	\$3,800.00	\$3,800.00
6	AC Remove and Replace	225.000	SF	\$ 45.00	\$10,125.00
Sewer Subtotal					\$335,025.00
Storm Drain					
1	18" Storm - HDPE	580.000	LF	\$ 130.00	\$75,400.00
2	12" Storm - PVC	630.000	LF	\$ 90.00	\$56,700.00
3	8" Storm - PVC	1,900.000	LF	\$ 90.00	\$171,000.00
4	6" Storm - PVC	1,565.000	LF	\$ 90.00	\$140,850.00
5	4" Storm - PVC	325.000	LF	\$ 100.00	\$32,500.00
6	4" Perf - PVC	755.000	LF	\$ 45.00	\$33,975.00
7	96" Storm Filter Manhole	1.000	EA	\$70,000.00	\$70,000.00
8	48" Storm Manhole	7.000	EA	\$8,700.00	\$60,900.00
9	Drain Inlet	23.000	EA	\$3,200.00	\$73,600.00
10	Area Drain	39.000	EA	\$1,200.00	\$46,800.00
11	Storm Cleanout	23.000	EA	\$1,600.00	\$36,800.00
12	Connect to (E) Storm	1.000	EA	\$3,800.00	\$3,800.00
13	Retention Chamber System	6,305.000	SF	\$ 62.00	\$390,910.00
Storm Drain Subtotal					\$1,193,235.00
Fire Water					
1	8" Fire Water - PVC	1,845.000	LF	\$ 140.00	\$258,300.00
2	6" Fire Water - PVC	995.000	LF	\$ 110.00	\$109,450.00
3	8" Gate Valve	1.000	EA	\$5,100.00	\$5,100.00
4	6" Gate Valve	1.000	EA	\$4,200.00	\$4,200.00
5	8" Backflow	2.000	EA	\$27,200.00	\$54,400.00
6	6" PIV	3.000	EA	\$6,700.00	\$20,100.00
7	6" Single Check Valve	3.000	EA	\$11,200.00	\$33,600.00
8	6" Fire Riser	6.000	EA	\$8,600.00	\$51,600.00
9	2 Way FDC	3.000	EA	\$5,800.00	\$17,400.00
10	Fire Hydrant	4.000	EA	\$13,700.00	\$54,800.00

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 3780 Commerce Drive
 West Sacramento, CA 95691
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 Fax 916.386.7531

CLIENT #	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
11	Connect to (E) Water	2.000	EA	\$10,300.00	\$20,600.00
12	AC Remove and Replace	5,290.000	SF	\$ 18.00	\$95,220.00
Fire Water Subtotal					\$724,770.00
Domestic Water					
1	4" Domestic Water - PVC	1,280.000	LF	\$ 110.00	\$140,800.00
2	2.5" - 1" Domestic Water - PVC	315.000	LF	\$ 80.00	\$25,200.00
3	4" Gate Valve	4.000	EA	\$3,300.00	\$13,200.00
4	2.5" - 1" Gate Valve	4.000	EA	\$2,400.00	\$9,600.00
5	4" Meter & Backflow	1.000	EA	\$29,900.00	\$29,900.00
6	Connect to (E) Water	2.000	EA	\$10,300.00	\$20,600.00
Domestic Water Subtotal					\$239,300.00
TOTAL BID					\$2,507,030.00
Alternates					
A1	Demo Sewer	1,320.000	LF	\$ 13.00	\$17,160.00
A2	Demo Storm	1,150.000	LF	\$ 13.00	\$14,950.00
A3	Demo Water	1,810.000	LF	\$ 12.00	\$21,720.00
A4	Demo Irrigation	2,285.000	LF	\$ 10.00	\$22,850.00
A5	Remove Pump Station	1.000	EA	\$3,600.00	\$3,600.00
A6	Remove SS Structure	1.000	EA	\$1,300.00	\$1,300.00
A7	Remove Drain Inlet	16.000	EA	\$1,100.00	\$17,600.00
A8	Remove Hydrant	1.000	EA	\$1,100.00	\$1,100.00
A9	Downspout Connection	23.000	EA	\$1,500.00	\$34,500.00
A10	Trench Through Lime Treatment	1.000	LS	\$30,000.00	\$30,000.00
Alternates Subtotal					\$164,780.00

Corporate Office
133 Bothelo Avenue
Milpitas, CA 95035
408.262.1418
408.262.1870 Fax

www.PrestonPipelines.com
CA License No. 1059395
DIR#1000528223

Sacramento Office
3780 Commerce Drive
West Sacramento, CA 95691
916.386.1500
Fax 916.386.7531

General Provisions

1. Bid is based on the un-approved plans and specifications noted above. We reserve the right to amend our proposal based on any changes to the final approved plans and specifications. Bid price is subject to change if above stated scope is phased or divided. Our price is lump sum. (Breakdown provided for accounting purposes only).
2. This bid assumes withheld retention can be reduced by 50% once beneficial use of our scope is achieved.
3. Bid includes issuance of the I.S.O. CG D2 46 08 05 Blanket Additional Insured Endorsement naming Owner and General Contractor as "Additional Insureds" under PPI's liability policy.
4. Bid based on each party being responsible for its own acts and for its share of liability. The contract's indemnification provision must include a "comparative fault" clause by which PPI is obligated to indemnify Owner/General Contractor only to the extent of PPI's own fault: *"...but only to the extent caused in whole or part by the negligent acts or omissions of the Subcontractor...."* (As provided in AGC/ASA/ASC Standard Form Construction Subcontract at paragraph 12.1 and AIA Document A401 at paragraph 4.6.1.)
5. If awarded Subcontract with the GC, contract language similar to previous Subcontracts.
6. Project is bid assuming the ASA Subcontract Addendum (2017) is used for our Contract.
7. Participation in local hire and underutilized / minority business goals (DVBE, MBE, SBE, LBE etc.) are not included in the base bid above unless specific percentages are given by Preston in writing with all proper certification and forms included at bid time.
8. Preston Pipelines is to be paid for material on hand as it arrives at the jobsite.
9. Potholing associated with the scope is assumed to take place directly ahead of said work.
10. Preston will not excavate/shore for catch basins/field inlets/etc. that are performed (cast-in-place) by others.
11. Bid price based on completion of above stated scope with unimpeded access to the site and prior to start of building footings.
12. Pipe beveling / cutting required on this project will be accomplished using a circular gas-powered cut-off saw. Any other means requested to be handled on a T&M basis.
13. All prices are based on field measurement centerline to centerline of structures.
14. If it becomes necessary to procure payment through legal action, all attorney fees, court costs and interest (2% per month) shall be added to the total due.
15. Preston Pipelines Infrastructure LLC reserves the right to withdraw proposal if written acceptance is not received within 30 days of bid date. We reserve the right to address any cost revisions associated with price increases or shortages beyond our control (force majeure, energy crisis, war, major impacts to industry, economy, etc.). Additionally, a change in the price of an item greater than 5% between 30 days after the date of the proposal and date of the installation shall warrant an equitable adjustment of our contract price.
16. Pricing for extra work shall be agreed upon prior to commencement of same and shall be one of the following:
 - Unit price incorporated herein.
 - Price request (unit price or lump sum).
 - Time and Material (using Preston Standard Extra Work Labor and Equipment rates plus material and subcontractor costs for total cost + 15% mark-up).

Job Specific Excludes

1. All cost's associated with bonds, fees (inspection etc.), permits (incl. encroachment, fire etc.), engineering and 3rd party testing (material including analytical soils, compaction, cathodic etc.). Fees and permits shall be paid by others prior to PPI beginning any work to ensure continuity and productivity.
2. Survey staking.
3. Special insurance including Builders Risk Insurance, railroad track insurance, OCIP/CCIP cost impact (OCIP/CCIP credits will be reimbursed in the amount PPI currently pays for the given level of insurance required unless otherwise agreed upon) and OCIP deductibles over \$10,000. OCIP coverage must be equal to or greater than the coverage PPI currently carries. If the OCIP coverage is deemed inadequate by PPI, then PPI may choose to keep insurance in place and opt out of the OCIP.
4. Additional move-ins. Proposal includes 1ea primary mobilization(s) and 1ea 'clean-up / raise to grade'.
5. Dust control at the site and street sweeping when our crews are not physically onsite (including after normal work hours, weekends, and holidays).
6. Responsibility for damage to all unknown / unmarked existing onsite utilities.
7. Cost of a private underground utility locator which could be required for this scope of work.
8. Sub-drain work (perforated pipe). – See alternates
9. Setting of curb inlet hardware (curb inlets will be poured to with-in 12" of flow line of gutter / iron supplied).
10. All irrigation work including backflow preventers and sleeves.
11. All telecom, electrical and gas piping work including any removal, relocation bracing and pole holding.
12. SWPPP, NPDES, NOI, Erosion Control plans, permits or implementation of plans including QSD and QSP responsibilities.
13. All costs associated with contaminated material (soil, ground water, asbestos insulation, etc.)
14. Costs associated with asbestos laden pipeline material (demo price based on non-asbestos material)
15. Onsite furnishings (bike racks, benches, etc...).
16. Landscape removal and replacement.
17. Cost of cathodic protection engineering, installation, testing, etc.
18. Bore and Jack (method for street crossing is based on open-cut).
19. Concrete encasement / capping of underground utilities unless noted on the plans.
20. Labeling of storm drain inlets with messages such as "No Dumping Flows to Bay".
21. Signage, striping, bollards, hydrant reflective markers.
22. Storm water filtration units – none are shown on the drawings.
23. All costs associated with segregation and replacement chemically treated soils (lime, cement etc.).
24. All costs associated with premium time/overtime
25. Cost of damage to work completed by PPI caused by other trades, acts of God, including earthquakes and floods.
26. Costs associated with pumping water (nuisance and groundwater).
27. Re-cutting of curb chokers and or re-establishment of subgrade.
28. Coating or Painting of Manholes, as none is specified or typically required by the local agency.
29. PPI to test out work prior to departure from the project in the presence of the owner's representative. Any defects shall be repaired at that time. In the unfortunate event that damage

- should occur subsequently, PPI is to be reimbursed on a time and material cost basis for repair of the damage.
30. Lowering of valve box risers. Valve risers to be left high for access to valve operator nuts per local fire agency requirements.
 31. Purchase of construction water including transportation to the jobsite if required (potable and/or recycled).
 32. **Fall protection (including tying off):** The base bid above includes the cost to fully comply with all OSHA/CAL-OSHA rules and regulations. The added cost associated with tying off can be provided upon request.
 33. Air testing of the storm drain system – add price is available if required by governing agency.
 34. Additional disposal fees if stabilization fabric (Petromat) is found in the existing asphalt. Cost impact is \$300.00 per load.
 35. Natural gas meter, strainer, regulator, seismic shut off valve, pad and other equipment. Gas is terminated with a riser and plug valve.
 36. Cost impacts from unknown cost increases such as sudden taxes and tariffs.
 37. BIM modeling. Pricing available upon request.
 38. Primary cable, switchgear and/or transromers.
 39. Building scope including electrical & telecom, grounding, backboards, conductors, cables, splicing.

Ali Kirschman
akirschman@prestonpipelines.com

Corporate Office
133 Bothelo Avenue
Milpitas, CA 95035
408.262.1418
408.262.1870 Fax

www.PrestonPipelines.com
CA License No. 1059395
DIR#1000528223

Sacramento Office
3780 Commerce Drive
West Sacramento, CA 95691
916.386.1500
Fax 916.386.7531

Thunder Mountain Enterprises, Inc.

PO Box 292667

Sacramento, CA 95829

916.381.3400 FAX 916.381.3750

CA License #778131 Small Business #30493

www.tme1.com



SWPPP Design & Consulting Erosion & Sediment Control Slope Stabilization Pond & Basin Liners Land & Stream Restoration

DIR #: 1000009604

ENGINEERS ESTIMATE/Work Order

Proposal Date: 2023-07-05	Project Title: SCUSD Oak Ridge Elementary School
Customer:	Project Address: 4501 Martin Luther King Jr Blvd.
Attn:	City, State, Zip: Sacramento, CA 95820
Phone:	Services: SWPPP Monitoring & Erosion Control
Fax/Email:	TME Proposal #: 11404

Basic Project Information

Site Acreage: Approx. 7.75 Acres

Site Description: Project is located on an existing active school site, and is bounded by adjacent school to the north, roadway to the west and residential homes to the south & east. Project will be broken up into two(2) Increments, Increment 2 will include demolition of existing buildings and hardscape with new asphalt courts and drainage installed.

Estimated Project Timeline: Start: August 1, 2023 End: October 31, 2023

Addenda Acknowledgement: #1 Date: 06/16/2023

Note: Project has an existing SWPPP that is awaiting approval & issuance of a WDID No. by the State Water Board

ESTIMATED SERVICES & INSTALLATION FOR PROJECT

*Based on: Sheet C7.1 of INC 01 DWG A with Otto Markups
+ Unit Rate Price Ranges and Exclusions/Provisions included in Exhibits A-C*

<u>Est. Qty.</u>	<u>Service & Description</u>	<u>Total</u>
1 EA	Change of Information	\$500
1 EA	SWPPP Amendment	\$250

3 EA	Annual Report	\$2,250																																																																														
1 EA	Notice of Termination	\$750																																																																														
ESTIMATED PROFESSIONAL SERVICES BUDGET		\$3,750.00																																																																														
25 EA	REAP	\$2,250																																																																														
25 EA	AD HOC Report	\$2,250																																																																														
Estimate for Storm Water Inspections:																																																																																
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ESTIMATED MONITORING BUDGET		\$57,575.00																																																																														
4 EA	Mobilization (0-10 Miles – Standard 1 Ton Truck & Trailer) <ul style="list-style-type: none"> Number of MOB's is estimated based on Increments & Phases, Additional MOB's will be charged at the UR as needed/requested by the contractor 	\$1,900																																																																														
2 EA	Stabilized Construction Entrance <ul style="list-style-type: none"> Does NOT include entrance removal Standard 20'x50'x0.5' Rock Entrance (NO Temporary Culverts OR Rumble Plates Included) 	\$10,440																																																																														
3100 LF	Biodegradable Wattle w/stakes 4ft OC	\$15,345																																																																														
1 EA	Drain Inlet Protection – In Curb (Silt Sack + Rock Bags)	\$270																																																																														
21 EA	Drain Inlet Protection – In Landscape (Filter Fabric + Silt Fence)	\$5,439																																																																														
44 EA	Drain Inlet Protection – In Pavement (Silt Sack + Rock Bags)	\$14,432																																																																														
ESTIMATED BMP BUDGET		\$47,826.00																																																																														
ESTIMATED PROJECT BUDGET		\$109,151.00																																																																														

EXHIBIT A

Unit Rate Ranges for Professional Services

Final Pricing will be based on QSD/QSP Assessment of site Complexity, Acreage & Risk Level

Description	Service	Price
Storm Water Pollution Prevention Plan: <ul style="list-style-type: none"> Risk Level 1, 2 or 3 Based on Risk & Acreage Includes 1 Binder for onsite (Requirement per CGP) 	QSD SWPPP Design	\$2,150 - \$3,850
Water Pollution Control Plan (Sites < 1 Acre) <ul style="list-style-type: none"> Based on project complexity 	WPCP	\$950 - \$1,100
<u>Qualifications:</u> Site must be under 5 Acres, Active Only April 15-Oct 15 AND have an "R" Factor must be less than 5 <u>Includes:</u> Risk Calculations/Risk assessment and Completion & Submission of Waiver application to State Water Board	SWPPP Erosivity Waiver (If site qualifies)	\$1,000
(NOI) Submission & Filing of your Storm Water Pollution Prevention Plan with the State Water Resources Control Board in order for the project to be issued a permit number.	Notice of Intent	\$250.00
Needed for any 401 Water Quality Certifications <ul style="list-style-type: none"> Based on project complexity 	Dewatering/Diversion Plan	\$300 - \$500
(COI) Submission to State Water Board for changes in project information while permit is active	Change of Information	\$500
Design and/or Information changes based on changes to site plan, schedule, etc.	SWPPP Amendment	\$250
Yearly report submitted to the State Water Board due in Sept. covering the reporting period of July 1 st to June 30 th <ul style="list-style-type: none"> Per the SWRCB /CGP: "Construction stormwater dischargers with an active Waste Discharge Identification (WDID) number active for at least three months are required to certify and submit an Annual Report no later than September 1st following each reporting year." Pricing Based on Risk Level & Acreage 	Annual Report	\$500 - \$950
(NOT) Submission of close out report for Construction General Permit (CGP) to the State Water Board	Notice of Termination	\$500 - \$750
Storm Water Inspections (<i>w/in 60mi</i>)	<ul style="list-style-type: none"> Estimate based on historical rainfall data & project timeline Actual number of visits will vary based on actual weather 	
Risk Level 1 (Weekly and Before, During & After rain)	\$250 - \$300/ea.	
Risk Level 2-3 (Weekly and Before, During & After rain)	\$275 - \$375/ea.	
Rain Event Action Plan (Required for Risk 2-3 Sites) <ul style="list-style-type: none"> Done within 48 hours of a 50% chance of rain 	REAP	\$90/ea.
Sampling Data & Analysis Report submitted to State Water Board	AD HOC Report	\$90/ea.

for qualifying rain even (Required for Risk 2-3 sites) <ul style="list-style-type: none"> Sampling data analysis of any discharges submitted to SMARTs for a qualifying rain event (0.5"+) 		
In Office or Onsite Consulting needed for project management or oversight (Including: BMP Training, Sampling Training or Project Meetings)	QSD/QSP Consulting	\$125/hr. (2 hr. min) + Milage
Portal to Portal = _____ Miles	Milage	\$0.655/Mile

EXHIBIT B

Unit Rates for Supply and Installation of Erosion & Sediment Control BMPs:

Based on **Prevailing** Wage Rates

*Prices subject to increase based on State/Federal wage increases outside Thunder Mountains Control
Thunder Mountain Enterprises DIR# 1000009604 Exp. 06/30/2024*

72 HOUR CORRECTIVE ACTION GUIDELINE: In an effort to ensure SWPPP compliance this contract pre-authorizes Thunder Mountain to immediately dispatch as per the Construction General Permit issued by the State Water Resource Control Board *“Upon identifying failures or other shortcomings, as directed by the QSP, {Risk Level} dischargers shall begin implementing repairs or design changes to BMPs within 72 hours of identification and complete the changes as soon as possible.”*

<u>Min. Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Rate</u>
1	EA	Mobilization (0-10 Miles – Standard 1 Ton Truck & Trailer).....	\$475.00
1	EA	Mobilization (11-25 Miles – Standard 1 Ton Truck & Trailer).....	\$575.00
1	EA	Mobilization (26-50Miles – Standard 1 Ton Truck & Trailer).....	\$675.00
1	EA	Stabilized Construction Entrance..... <ul style="list-style-type: none"> Does NOT include entrance removal Standard 20’x50’x0.5’ Rock Entrance (NO Temporary Culverts OR Rumble Plates Included) 	\$5,220.00
2000	LF	Biodegradable Wattle w/stakes 4ft OC.....	\$4.95/LF
1000	LF	Biodegradable Wattle w/staked 4ft OC.....	\$5.25/LF
500	LF	Biodegradable Wattle w/staked 4ft OC.....	\$5.80/LF
2000	LF	Photonet (plastic) Wattle w/stakes 4ft OC.....	\$4.55/LF
1000	LF	Photonet (plastic) Wattle w/stakes 4ft OC.....	\$4.80/LF
500	LF	Photonet (plastic) Wattle w/stakes 4ft OC.....	\$5.35/LF
1000	LF	Silt Fence w/Wood Stakes 6ft OC.....	\$6.20 /LF
500	LF	Silt Fence w/Wood Stakes 6ft OC.....	\$6.80 /LF
200	LF	Silt Fence w/Wood Stakes 6ft OC.....	\$8.50/LF
1000	LF	Tree Protection/Exclusion Fence w/Metal Stakes 6ft OC.....	\$5.55/LF

500	LF	Tree Protection/Exclusion Fence w/Metal Stakes 6ft OC.....	\$5.70/LF
200	LF	Tree Protection/Exclusion Fence w/Metal Stakes 6ft OC.....	\$6.20 /LF
15	EA	Drain Inlet Protection – In Curb (Filter Fabric + Rock Bags).....	\$182.00/EA
10	EA	Drain Inlet Protection – In Curb (Filter Fabric + Rock Bags).....	\$190.00/EA
5	EA	Drain Inlet Protection – In Curb (Filter Fabric + Rock Bags).....	\$214.00/EA
15	EA	Drain Inlet Protection – In Curb (Silt Sack + Rock Bags).....	\$238.25/EA
10	EA	Drain Inlet Protection – In Curb (Silt Sack + Rock Bags).....	\$245.25/EA
5	EA	Drain Inlet Protection – In Curb (Silt Sack + Rock Bags).....	\$270.00/EA
15	EA	Drain Inlet Protection – In Pavement (Filter Fabric + Rock Bags).....	\$261.00/EA
10	EA	Drain Inlet Protection – In Pavement (Filter Fabric + Rock Bags).....	\$271.00/EA
5	EA	Drain Inlet Protection – In Pavement (Filter Fabric + Rock Bags).....	\$287.00/EA
15	EA	Drain Inlet Protection – In Pavement (Silt Sack + Rock Bags).....	\$328.00/EA
10	EA	Drain Inlet Protection – In Pavement (Silt Sack + Rock Bags).....	\$334.25/EA
5	EA	Drain Inlet Protection – In Pavement (Silt Sack + Rock Bags).....	\$345.50/EA
15	EA	Drain Inlet Protection – In Landscape (Filter Fabric + Silt Fence).....	\$259.00/EA
10	EA	Drain Inlet Protection – In Landscape (Filter Fabric + Silt Fence).....	\$265.50/EA
5	EA	Drain Inlet Protection – In Landscape (Filter Fabric + Silt Fence).....	\$284.00/EA
5400	SQFT	Erosion Control on Slope/Bioretenion/Future Landscape Areas – 4oz Geotextile.....	\$0.65/SQFT
1800	SQFT	Erosion Control on Slope/Bioretenion/Future Landscape Areas – Environmental Coco Blanket.....	\$1.85/SQFT
As Needed	EA	BMP Maintenance Visits..... - 1-2 Crew + 1 Truck & Hand Tools Only (up to 4 hr./4 hr. min) o Includes: DI Cleaning, Minor BMP Repairs or Replacements - \$279.00/hr. Additional after 4 hours (up to 8 hrs.) - Additional Charges for Equipment (if needed): o Walk Behind Trencher = \$250/day o Gas Powered Pounder = \$75/day - Materials @ Cost + 20% (<u>NOT INCLUDED</u>)	\$1,616.00/ea.

Exclusions/Provisions: - EXHIBIT C

- Progress billing will be applied to all projects. Billing occurs Friday of each week.
- Additional BMPs may apply (see 72 hour guideline of CGP)
- Additional Mobilizations (non-BMP Maintenance) to be charged at unit rate listed above.

- \$500 Cancellation Fee may be assessed customer for any mobilization/dispatch cancelled with less than 48 hours notice
- Must have clear access
- Site perimeter protections to be placed only AFTER initial survey & staking has been completed to delineate site boundaries. It will be the responsibility of the customer to source, schedule and finance the staking.
- Stand by rate for non-weather delays may apply.
- Estimate DOES NOT include removal of erosion & sediment control BMPs unless directly specified in the line items of this proposal
- **Estimates based on project plans, specifications, details and timeline information available at time of bid. Pricing subject to change based on timeline changes, OR changes to plans, specifications and quantities.**
- Pricing based on material costs at time of bid. Pricing subject to change based on changes in material costs outside Thunder Mountain’s control. (*Note: Fuel consumption falls under “material”*)
- **Invoices are “Due Upon Receipt”** - Customer agrees to & understands that no “Pay when Paid” contract language will be accepted. Customer agrees to pay Thunder Mountain invoices upon receipt regardless of progress payment disbursement from project owner OR from project financial institution.
- **Recurring services will be suspended for non-payment of invoices beyond 30 days.**
- No Joint Checks
- Subscription Services (SWPPP Monitoring & Reporting) will automatically renew at rates listed if budget is exhausted prior to project completion.
- **No retention included** – All retention withheld, will be charged back to customer.
- **No Pay App Site Portal fess, Notary fees OR Credit Card Processing fees are included.** – If required, costs will be charged back to customer. This policy can not be superseded by any other contract language or agreements between Thunder Mountain & Customer.
- For multi-year projects, Thunder Mountain reserves the right to increase service costs based on cost of living increases, federal & state tax increases or increases in minimum wage, etc.
- No bonds are included, if required cost will be charged to client
- Unless directly specified in scope or by Customer direct notice, Thunder Mountain estimate does not include, nor is Thunder Mountain directly responsible for scheduling/coordination of inspection services related to Biological, Geotechnical or Surveying. Scheduling/Coordination of these services is the direct responsibility of the project GC or Owner.
- No additional permits are included (*Example: Encroachment Permits not included*)
- No Air Resource Board Fines & Penalties included
- Customer/Owner understands and assumes all responsibility & liability for site security. Any theft, loss or damages related to rented equipment and/or material stored onsite associated with this contract is the responsibility of the contract signee/customer.
- No Soil Prep, Post Maintenance and/or Reseeding included
- No Traffic Control included
- No Irrigation included
- No Barricade Erection included
- No Fees, Fines or penalties for scheduling delay(s) due to mechanical failure/misc delays included



Thunder Mountain Enterprises, Inc. staff of “Certified Professionals in Erosion & Sediment Control” (CPESC), “Certified Professionals in Storm Water Quality (CPSWQ), “Qualified Storm Water Pollution Prevention Plan (SWPPP) Practitioners/Developers, and Qualified Industrial SWPPP Practitioner(s), California Licensed Professional Engineers can provide technical, diverse environmental engineering consulting and are certified to complete the work included in this proposal/work order. Prices quoted here are **per plans and specifications provided by others** and may not satisfy city, county or state specific requirements.

Proposals are valid for 10 days, unless renewed in writing. Please contact **916.381.3400** for questions regarding this proposal.

Acceptance

On behalf of the above named Customer, I accept the proposal upon the terms and conditions set forth in this proposal, and that work proceed on the requested start date.

Date: _____ Signature: _____

Name (Print): _____

For Thunder Mountain billing purposes, please fill in the following information:

Company Name _____

Billing Address _____ City _____ Zip _____

Accounting Email: _____ Billing Contact: _____

Waiver/Releases Required: _____ Payment App or SOV Required: _____

Office Phone No. _____ Office Fax No. _____ Project No. _____

“PRELIMINARY NOTICE” INFORMATION

Project Name or Title: _____

Address: _____

City & State: _____ Zip: _____

Project Owner's Name: _____

Address: _____

City & State: _____ Zip: _____

Prime Contractor's Name: _____

Address: _____

City & State: _____ Zip: _____

Subcontractor's Name: _____

Address: _____

City & State: _____ Zip: _____

Construction Lender's Name: _____

Address: _____

City & State: _____ Zip: _____

Additional Terms and Conditions

In addition to the foregoing, Customer agrees to the following additional terms and conditions:

1. Unless quoted on a lump sum basis, quantity amounts are estimates only, and the final contract price will be determined by the actual quantities multiplied by the quoted unit price. Actual quantities will be based upon field measurements.

2. Time for performance of the quoted work shall be coordinated with TME. TME's communication of the date(s) of performance shall be deemed reasonable estimates only. TME will make a diligent effort to provide the labor, equipment, and/or materials quoted on the date communicated, however, TME shall not be responsible for any delays caused by problems in obtaining materials, lack of available manpower, equipment problems, inaccessibility of the project site, weather conditions, acts of god, or any other cause of delay. In no

event shall TME be responsible for damages, penalties, expenses, or costs, of any kind, whether compensatory, special, incidental, consequential, or other, which may arise as a result of any delay.

3. Customer assumes full responsibility for TME's unobstructed access to the project site at the time of performance. Customer agrees to pay TME for all increased costs and expenses should the project site be inaccessible to TME, including but not limited to additional move-ins, increased overhead, removal or covering of obstructions, and/or temporary storage costs.

4. Customer understands and agrees that notwithstanding any agreements that Customer may have with the Prime Contractor or Owner of the project, TME will perform its work with non-union employees, at non-prevailing wage rates, unless specifically agreed to by TME in writing. No certified payroll reports will be provided, unless specifically agreed to by TME in writing.

5. In no event shall TME be liable for anticipated profits or for incidental or consequential damages arising out of TME's performance or failure to perform hereunder. Any action by Customer arising from this Agreement, including any claim for TME's breach thereof, or TME's defective performance, must be commenced within one year after the cause of action has occurred or it shall be deemed waived.

6. Payment is due upon completion after invoicing by TME. There shall be no retention withholdings from any payments due to TME. It is agreed that payment to TME will not be delayed by any provision of the project specifications, contract, or other documents, which expressly or impliedly set forth any conditions which Customer must meet in order to be paid for work in connection with any project on which TME's labor, materials and/or equipment are provided. Finance charges shall accrue, on amounts not paid when due, at the rate of 1.5% per month (18% Per Annum), or the maximum rate permitted by law. Customer hereby authorizes TME and any credit bureau or other investigative agency employed by it, to investigate Customer's credit and financial responsibility. TME may demand payment in advance prior to performing any work, if in TME's sole and absolute judgment, it finds Customer's creditworthiness or financial responsibility to be unacceptable.

7. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof. This Agreement supersedes all previous negotiations and/or agreements between the Parties. This Agreement shall not be amended except in a writing signed by the Parties. No waiver shall be binding except in a writing signed by the Party making the waiver. No waiver of any provision shall be construed as a waiver of any other provision, whether or not similar, and shall not constitute a continuing waiver unless set forth in writing. Facsimile and photocopied signatures are as valid and enforceable as original signatures for all purposes of this Agreement. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall continue in full force without being impaired or invalidated.

8. Each person signing this Agreement warrants that he is duly authorized to do so on behalf of that Party, and if that Party is a partnership, corporation, limited liability company, joint venture, or trust, that such entity has the full right and unconditional authority to enter into this Agreement, and is authorized and licensed to perform all of its obligations hereunder without breaching the terms of any other agreement or infringing the rights of any other person or entity.

9. Neither Party may assign its rights hereunder or delegate its duties hereunder without the prior written consent of the other Party. This Agreement, including the performance hereof, does not constitute a partnership or joint venture between the Parties. No Party has any fiduciary relationship hereunder to any other Party.

10. In any suit, action, or proceeding to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs of suit, and any other relief granted by the Court. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The Parties hereto agree that regardless of their residence, jurisdiction and venue shall lie exclusively in the state courts of Sacramento County, California.

11. **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the project to both Customer and TME, the risks have been allocated such that Customer agrees, to the fullest extent permitted by law, to limit the liability of the TME, its officers, directors, and employees to Customer for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of TME, its officers, directors, and employees to Customer shall not exceed \$5,000.00 or TME's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law

12. Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date

of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.



TME is California's foremost expert in

Erosion & Sediment Control, offering:

Storm Water Pollution Prevention Plan (SWPPP) Design

Storm Water Consulting • QSP/QSD – Inspections & Monitoring

Annual Reports • BMP Installation & Maintenance • Hydroseeding

Industrial Containment Ponds • Dewatering • Active Treatment Systems

Land Restoration • Landslide Repair • Slope Stabilization • Dust Control • Vegetation Management

TME has...

- Prepared over 1,000 Storm Water Pollution Prevention Plan Designs;
- Managed & monitored Storm Water on over 4,500 acres of active construction sites;
- Managed Advanced Chemical Treatment of 50,000,000+ gallons of storm water;
- Presented SWPPP Training classes with RWQCB for certified NPDES training to over 1,000 developers, consultants, municipal inspectors and construction firms such as Caltrans, Teichert, HMM, CMAC;
- Installed more than 2 million sq. ft. of liner for water retention/detention.

Licenses & Certifications

- Class A - General Engineering • C - 27 Landscape Construction
- C - 32 Highway & Parking Improvement • QAL - Qualified Applicator's License
- Small Business Certified #30493 • HAZ - Hazardous Substances Removal
 - CPESC - Certified Professional in Erosion & Sediment Control
 - CPSWQ - Certified Professional in Storm Water Quality
- QSD - Qualified SWPPP Developer • QSP - Qualified SWPPP Practitioner
- CASQA Qualified Trainer of Record • 24 hr Caltrans Certified SWPPP
 - Trainer of Record for Construction General Permit

Dave Smiley

916-381-3400

www.tme1.com



LIC # 778131



BID PROPOSAL #230900
SITE-WORK

July 26, 2023

Maram Daood
Otto Construction
1717 2nd Street
Sacramento, CA 95811

Project: SCUSD Oak Ridge ES
Drawing Refs: 2023.05.26 Increment 1
Addenda Noted: 1,2
Subject: Bid Proposal Site Work Increment 1

CASEY-FOGLI CONCRETE CONTRACTORS proposes to furnish and install work for the above referenced project. We will supply labor, equipment, and material to form, pour, strip, and finish the concrete site work as follows:

Specific Inclusions:

OFFSITE

- Curb & gutter city std
- 4" Sidewalk city std
- 6" Driveway city std

TOTAL \$46,440.00

ONSITE

- Vertical Curbs, 2/C8.1
- 12" Curb, 6/C8.1
- Concrete Band, 15/C8.1
- Flush Concrete Curb, 3/C8.1
- Rolled Curb, 8/C8.1
- Apparatus Curb, 13/C8.1
- 5" Concrete walkway
- 6" Vehicular pavement
- Seat wall 12/C8.1

TOTAL \$617,990.00

CMU WALL FOOTING

- CMU Wall footing 4/A101. Exclude excavation and CMU Wall by others.

TOTAL \$183,180.00

ALTERNATE TRAFFIC GATE FTG

- (4) 3' Diam x 5' Deep Concrete piers 2/A101. Exclude excavation, and steel pipe sleeve supply by others. **\$7,480.00**
- Joint sealant for expansion joints for our scope. **\$29,130.00**

Specific Exclusions:

1. Anything not part of "specific inclusions" is excluded from this bid proposal.
2. Bonds, permits or permit fees (call for bond rate if applicable) Bonds must be requested at execution of contract.
3. Testing & inspections; Engineering, survey, construction staking, layout, verification or coordination of other trades
4. Warranty in excess of one (1) year following completion of our work
5. Protection or repair of our work from early use/loading, misuse, damage by other parties
6. Relocation, protection and removal of existing utilities, sub-surface obstructions or debris. It is assumed that all proposed improvements are free of conflicts
7. Additional costs due to unknown surface and subsurface conditions, including but not limited to, dewatering
8. Clearing, grubbing or removal of existing trees, shrubs, ground cover, sod, stumps, roots, etc.
9. Demolition of existing pavements, curbs, slabs, footings or structures.
10. Excavation or backfill, import or export of soils / spoils, compaction, sub base preparation, base material
11. Over-excavation/soil stabilization, subgrade preparation or treatment by mechanical or chemical means
12. Grade for all hardscape areas to be received at ±0.05' vertical tolerance, compacted and free of debris
13. Rough or finish grading or compaction of hardscape areas, landscape areas
14. Drain rock, sand or vapor mitigation measures, waterproofing, subdrains, drain boards or other water control measures.
15. SWPPP Plans, QSP/QSD services, BMP installation/maintenance/removal, inspection, sampling, monitoring, reporting and post construction BMP's
16. Furnish & install hardware, anchor bolts, angle iron, frames, grates, catch basins, trench drains, or similar items
17. Furnish & install, handrail / guardrail, post pockets, skate stoppers, and all other embedded items,
18. Light pole bases, bollards, EV Charging, Traffic gate footings
19. Utility location or relocation

20. Masonry, unit pavers, precast items
21. Landscape / Irrigation repair; temporary irrigation system or hand watering, tree trimming, root pruning, protection or arborist services
22. Dust-on color, color hardeners, color stain, color sealant
23. Waterproofing, caulking of expansion joints, epoxy joint fillers or sealants
24. Pavement seals, coatings, striping, markings, markers, parking bumpers or signage.
25. Construction fencing, barricades, fences, security, temporary toilets, or furnish of dumpsters
26. Traffic, parking, transit, and pedestrian control measures, barricades, signs, plans and fees
27. Overtime, shift premiums or liquidated damages.
28. Biologist services, wildlife surveys, demarcations and/or relocations. Rodent eradication or pest control.
29. Protection from inclement weather, protection of our completed work
30. Air, settlement, vibration, sound, or other monitoring and mitigation.
31. Pre or post construction surveys (e.g. GPS, video, photographic, consultant, etc.).
32. C.F.C.C. participation in composite cleanup crews, damage repair funds, or other similar composite activities, as well as related contract deductions.
33. LBE, DBE, SBE, UBE, DVBE, Local hiring, Badging, or Safety Training requirements of any kind.
34. LEED Certifications, USGBC Certifications, USACE QC Certifications, or similar training requirements of any kind.
35. Design, engineering and Building Information Modeling (BIM) participation.
36. Compliance with project specific equipment emission standards.
37. Project specific accounting software (e.g. Textura), project management/document control software (e.g Procure), Training, or License costs for same.
38. C.F.C.C. shall not be held liable for pandemic or force majeure impacts

Specific Conditions/Qualifications:

1. All layout & survey for corner hubs, benchmarks & permanent points provided by & maintained by G.C.
2. C.F.C.C will exercise Extreme Caution, Unless negligent, C.F.C.C assumes no responsibility or liability for cracking or settlement of the existing building walls, slabs, utilities or any other minor damages which may occur by vibration of machinery or equipment.
3. Any stoppage of work by Owner or G.C during all construction activities causing delays and stand by or delays resulting from interference of non-performance of others will be charged accordingly, based on an hourly rate for all labor and equipment.
4. Sequence and timing of **C.F.C.C** work to be in accordance with mutually agreed upon schedule.
5. This proposal is subject to C.F.C.C. favorable review of the Prime Contract should it not have been made available to C.F.C.C. prior to the proposal date indicated above.
6. Pricing based on work being performed in 1 ea move-in(s) and continuous work operation for each move-in. Additional move-ins will be charged at **\$ 3,500.00** each. Costs of additional move-ins may include additional equipment mobilizations and losses in production charges due to interruptions in operations.
7. Price based on the award of the complete scope of work included herein with completion by April 2024
8. All other work not specifically included shall be considered excluded from this proposal.
9. The inclusions, exclusions, and clarifications noted in this proposal shall be made a part of the contract and shall supersede any conflicting provisions.
10. Lump sum change orders to include 10% markup for overhead and 15% markup for profit. Work performed on a T&M basis will be paid according to the latest C.F.C.C. labor and equipment rate sheets.
11. Material, subcontractor and other direct outside costs will be marked up 15%.
12. This proposal is valid for (30) days from the date of this proposal.
13. **The industry is currently experiencing extreme price volatility for various construction components, including but not limited to, Lumber, Steel, Cement, as well as other construction materials / Labor / Services. While we will honor our proposal price for thirty (30) days from the proposal date, we strongly encourage you to issue Casey Fogli a Letter of Intent (LOI) and/or a Contract immediately so that we may lock in our vendor and subcontractor prices for this project in an effort to mitigate project impacts.**
14. Payments are due within 30 days of invoice. Late payments subject to 1½% monthly finance charge.
15. Retention (5% max.) to be released within 35 days of C.F.C.C. final billing.
16. Retention monies withheld to be deposited in an escrow account with C.F.C.C. as the beneficial owner.
17. Project schedule to be mutually agreeable and will allow C.F.C.C. to perform its work in an efficient sequence and manner. C.F.C.C. to receive a copy of the baseline and subsequent schedule updates.
18. Proposal based on unobstructed access to all areas of work.
19. Work requested during or near inclement weather or wet jobsite conditions may result in additional costs.
20. Price based on standard gray concrete with no allowance for, coloring agents, or stains, etc.
21. Price based on standard trowel or broom finish.
22. It shall be the responsibility of the Owner/General Contractor to provide safe access for all **C.F.C.C** personnel, equipment and material to all areas of work.
23. It shall be the responsibility of the Owner/General Contractor to provide suitable staging and storage areas for **C.F.C.C** equipment and materials.
24. Proposal based on a contract agreement that is mutually agreeable.
25. C.F.C.C. carries the following insurance limits with admitted "A" rated insurance carriers:
 - a. \$ 1,000,000 General Liability
 - b. \$ 1,000,000 Auto Liability
 - c. \$ 1,000,000 Employers Liability (Workers Compensation)
 - d. \$ 5,000,000 Pollution Liability
 - e. \$25,000,000 Excess Liability coverage (attaches over General, Auto, & Employers Liability)
 - f. \$10,000,000 Builders Risk/Installation coverage
 - g. \$ 1,000,000 Earthquake and Flood (subject to specific exclusions)
 - h. \$ 2,000,000 Design/Build Professional Liability
26. Additional costs apply for the following insurance enhancements: Railroad Protective Liability, Longshoreman/Harbor Workers, Federal Employers Liability Act, Job Specific Pollution Liability, or other.
27. **C.F.C.C** shall provide general cleanup of our work with debris to be deposited into dumpsters provided by others.
28. G.C. to provide all project coordination.
29. G.C. to provide **C.F.C.C.** three sets of updated plans and specifications.

If you have any questions, please feel free to contact our office.

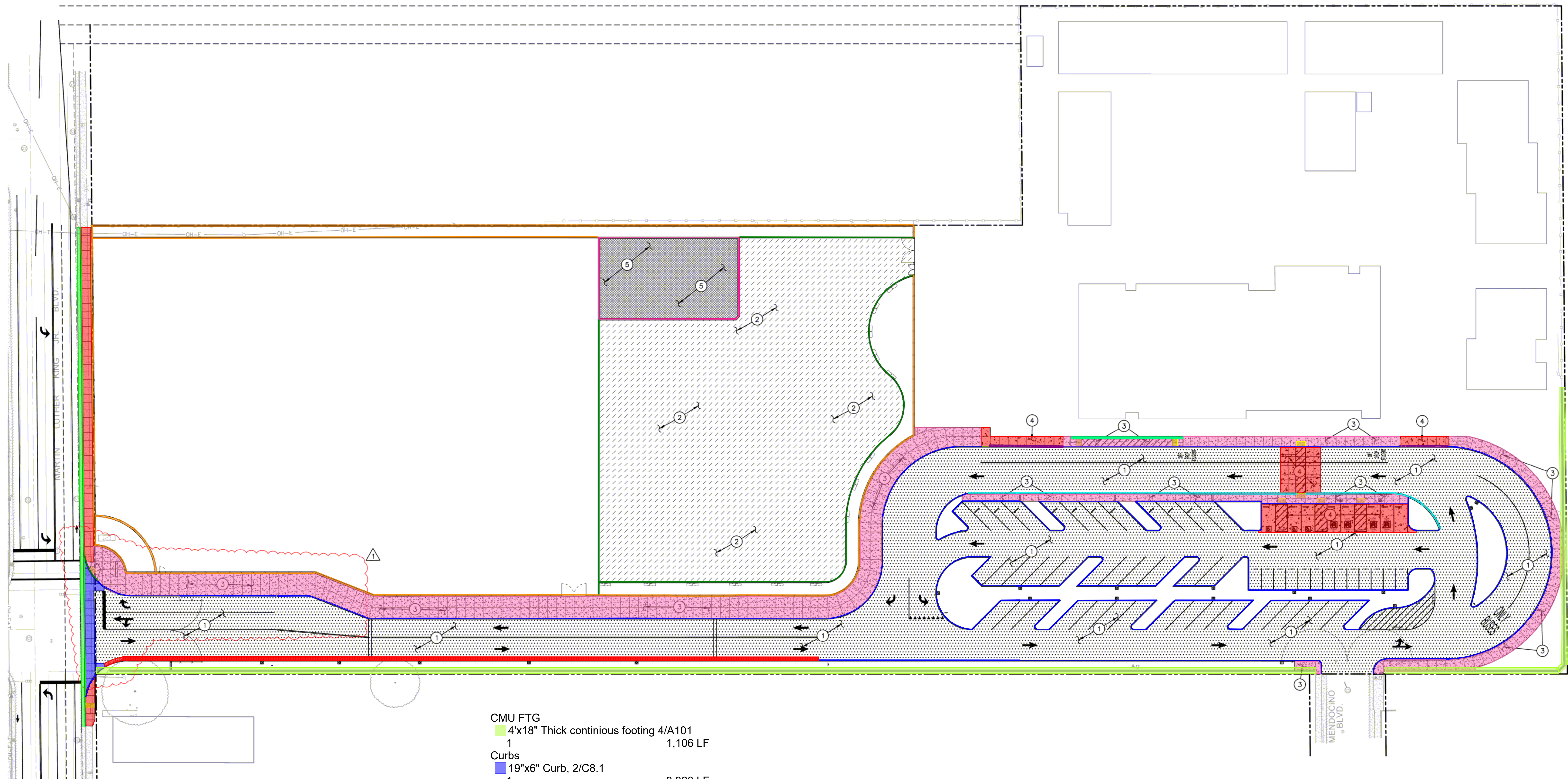
Sincerely,

Casey-Fogli Concrete Contractors



Jeff Otani
Senior Estimator
License No. CA265292
Public Works Contractor Registration No. 1000008424

ONE AND ONE-HALF INCH = ONE FOOT
 ONE INCH = ONE FOOT
 THREE-QUARTERS INCH = ONE FOOT
 ONE-HALF INCH = ONE FOOT
 ONE-QUARTER INCH = ONE FOOT
 ONE-EIGHTH INCH = ONE FOOT
 ONE-SIXTEENTH INCH = ONE FOOT
 ONE INCH = TWENTY FEET



CMU FTG	
4"x18" Thick continuous footing 4/A101	1,106 LF
1	
Curbs	
19"x6" Curb, 2/C8.1	3,328 LF
1	
42"x12" Curb, 6/C8.1	318 LF
1	
22"x6" Curb, 2/C8.1	5 LF
1	
12"x6" Concrete Band, 15/C8.1	1,885 LF
1	
Curb & Gutter, 14/C8.1	471 LF
1	
23"x6" Flush Concrete Curb, 3/C8.1	708 LF
1	
12"x15" Rolled Curb, 8/C8.1	83 LF
1	
14"x8" Apparatus Curb, 13/C8.1	290 LF
1	
6"x32" Curb & Gutter, T-11 City Standards	329 LF
1	
Flush Curb	16 LF
1	
Driveway	
6" Type 4 Paving	3,159 SF
1	
6" Driveway, T-22 City Standards	542 SF
1	
Sidewalk	
5" Type 3 Paving	14,984 SF
1	
Truncated Domes, 4/C8.1	129 SF
1	
Sidewalks	
4" Sidewalk, T-22 City Standards	1,518 SF
1	
Truncated Domes, T-79 City Standards	19 SF
1	
Walls	
40" x16" Concrete Seat Wall, 3/C8.4	74 LF
1	

PAVING GENERAL NOTES:

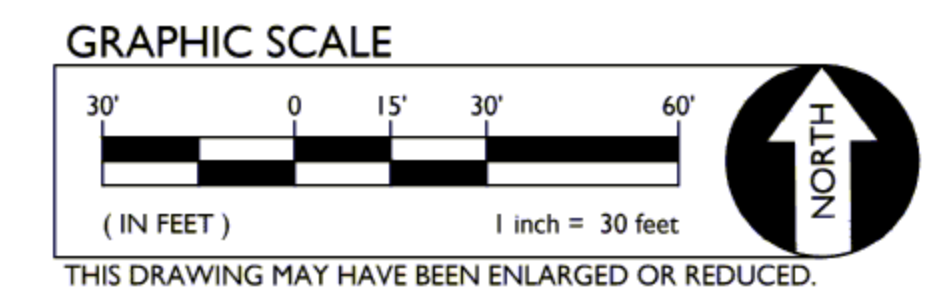
- ASPHALT MIX SHALL MEET CALTRANS SPECIFICATIONS FOR TYPE B ASPHALTIC CONCRETE. REFERENCE CALTRANS SPECIFICATION SECTION 39, AND PROJECT SPECIFICATIONS.
- AGGREGATE BASE SHALL MEET CALTRANS SPECIFICATIONS FOR CLASS II AGGREGATE BASE. REFERENCE CALTRANS SPECIFICATION SECTION 26 AND PROJECT SPECIFICATIONS.
- ALL AGGREGATE BASE SHALL BE MOISTURE CONDITIONED TO, OR SLIGHTLY ABOVE, OPTIMUM MOISTURE CONTENT AND COMPACTED TO 95% RELATIVE COMPACTION.
- RECYCLED ASPHALT MAY BE USED AS CONCRETE AND ASPHALT BASE MATERIAL PROVIDED IT MEETS CALTRANS SPECIFICATIONS FOR CLASS II AB, REFERENCE CALTRANS SPECIFICATION SECTION 26-1.02A.
- PAVEMENT SUBGRADE PREPARATION, I.E. SCARIFICATION, MOISTURE CONDITIONING, AND COMPACTION SHALL BE PERFORMED AFTER:
 - POT HOLE ALL EXISTING UTILITIES.
 - THE INSTALLATION OF UNDERGROUND UTILITIES AND TRENCHES BACKFILLED IN ACCORDANCE WITH THESE PLANS.
- REFER TO GRADING PLANS FOR CURBS, CURB GUTTERS, VALLEY GUTTERS, AND OTHER CONCRETE STRUCTURES AND PAVING FEATURES NOT SPECIFICALLY NOTED ON THIS PLAN.
- ADJUST TO FINISH GRADE ALL BOXES, FRAMES, COVERS SLEEVES, POST HOLES, GRATES, ETC. FOUND IN NEW ASPHALT OR CONCRETE PAVING AREAS, WHICH ARE NOT NOTED FOR REMOVAL. CLEAN/OR REPLACE AS NECESSARY TO ENSURE PROPER SEATING.

SEALCOAT GENERAL NOTES

- CONTRACTOR TO NOTIFY ENGINEER 24 HOURS PRIOR TO ANY PAVING WORK AND SEALCOAT APPLICATION.
 - PLACE 2 COATS OF SEALCOAT ON ALL NEW ASPHALT PAVING PER SPECIFICATION SECTION 321200.
- SEAL COAT SHALL NOT BE PLACED UNTIL A MINIMUM OF 30 DAYS FOLLOWING ASPHALT PLACEMENT AND BE COMPLETED ON DAYS THAT DO NOT INTERFERE WITH EVERYDAY SCHOOL OPERATIONS.

PAVING LEGEND

- TYPE 1 PAVING.**
PLACE 3.5" AC OVER .5.5" CLASS II AB ON SUBGRADE COMPACTED PER ENGINEERED FILL PLAN AND PROJECT SPECIFICATIONS. PROVIDE 2 COATS OF SEAL COAT ON NEW PAVING.
- TYPE 2 PAVING.**
PLACE 3" AC OVER .5" CLASS II AB ON SUBGRADE COMPACTED PER ENGINEERED FILL PLAN AND PROJECT SPECIFICATIONS. PROVIDE 2 COATS OF SEAL COAT ON NEW PAVING.
- TYPE 3 PAVING.**
PLACE 5" PCC OVER 4" AB WITH #4 BAR AT 18" O.C.E.W. ON SUBGRADE COMPACTED PER ENGINEERED FILL PLAN AND PROJECT SPECIFICATIONS.
- TYPE 4 PAVING.**
PLACE 6" PCC OVER 6" AB WITH #4 BAR AT 18" O.C.E.W. ON SUBGRADE COMPACTED PER ENGINEERED FILL PLAN AND PROJECT SPECIFICATIONS.
- TYPE 5 PAVING.**
PLACE 4" OF CL2 AGGREGATE BASE ON SUBGRADE COMPACTED PER ENGINEERED FILL PLAN AND PROJECT SPECIFICATIONS.



AD01.09
6/30/2023

INCREMENT No. 1
 DSA APP. NO. 02-120987
 AGENCY APPROVAL

OAK RIDGE ELEMENTARY
 CAMPUS REPLACEMENT
 INCREMENT No. 1
 4501 Martin Luther King, Jr. Boulevard
 Sacramento, CA 95820
 SACRAMENTO UNIFIED SCHOOL DISTRICT

REGISTERED PROFESSIONAL ENGINEER
 ANTHONY J. TASSANO
 NO. C74696
 STATE OF CALIFORNIA

WC
 WARREN CONSULTING ENGINEERS, INC.
 1117 WINDFIELD HWY, SUITE 110
 EL DORADO HILLS, CA 95762 | (916) 965-1870

CONSULTANT

nacht & lewis
 600 Q Street, Suite 100
 Sacramento, CA 95811
 www.nachtandlewis.com
 916.329.4000

ARCHITECT: DSA SUBMITTAL

REVISIONS		
NO.	DESCRIPTION	DATE
1	ADDENDUM 1	6/30/23

DATE: 05/26/2023
 JOB NO.: Y2235.00
 SHEET TITLE

PAVING PLAN

SHEET NO.

C5.1



**EXHIBIT 4
BID FORM**

PROJECT Sacramento City Unified School District
Oak Ridge Elementary School

TRADE Site Concrete, Increment 1

GENERAL INFORMATION

Firm Name	<u>Casey-Fogli Concrete Contractors</u>
Firm Address	<u>1970 National Avenue, Hayward CA 94545</u>
Name of Contact Person	<u>Omar Espinoza</u>
Telephone Number	<u>408-391-1125</u>
Fax Number	<u></u>
E-mail	<u>oespinoza@caseyfogli.com</u>
CA License #	<u>265292</u>
DIR #	<u>1000008424</u>
Union Affiliation	<u>Cement Masons, Laborers, Carpenters</u>

EXHIBIT 1 - PROJECT DOCUMENTS

Do you acknowledge and agree to the terms and conditions of the project documents provided? (Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Drawings by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Specifications by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 2 100% DD by Nacht & Lewis Architects dated 2/24/23, Oak Ridge Elementary School Improvements Geotechnical Engineering Report by Terracon dated 2/13/23)
 Yes () No, If No attach exceptions

ACKNOWLEDGEMENT

Do you acknowledge and agree to the phasing and work specified in the "Otto's Notes to Bidding Subcontractor" called out on all Increment 1 drawing sheets in Exhibit 1?
 Yes () No, If No attach exceptions

EXHIBIT 2 - PRELIMINARY CPM SCHEDULE

Do you acknowledge and agree to the terms and conditions of the Preliminary CPM Schedule included in this package?
 Yes () No, If No attach exceptions

EXHIBIT 3 - PROJECT LABOR AGREEMENT

Do you acknowledge and agree to the terms and conditions of the Project Labor Agreement document included in the RFP package?
 Yes () No, If No attach exceptions

ACKNOWLEDGEMENT

This project is subject to Skilled and Trained Workforce requirements pursuant to Public Contract Code §2600. Do you acknowledge and agree to meeting these requirements?
 Yes () No, If No attach exceptions

EXHIBIT 5 - SAMPLE SUBCONTRACT

Do you acknowledge and agree to the terms and conditions of the Sample Subcontract?
 Yes () No, If No attach exceptions

EXHIBIT 6 - PRIME CONTRACT - FOR REFERENCE ONLY

Do you acknowledge and agree to the terms and conditions of the Prime Contract?
 Yes () No, If No attach exceptions

ADDENDA: Addenda 1 June 16 2023



Increment 1 Base Bid

\$842,580.00

Please provide your base bid amount for construction (furnish & install) of all work set forth in the Increment 1 project documents (Exhibit 1).

DVBE COMMITMENT (in dollars)

This project has a 3% DVBE participation goal. Please identify DVBE monies included in your Inc. 1 Base Bid

Long Lead Items

Lower Tier Subcontractors

Please include a final scope letter on Company letterhead listing all clarifications, inclusions and exclusions.

CONTRACTING

The initial contract between Otto Construction and the Modular Elevator Trade Partner will be written for the preconstruction/design amount. Pending DSA Approval of the drawings, and finalization of scope and pricing, an amendment or a separate contract will be written for the construction amount. It is the Modular Elevator Trade Partner's responsibility to meet (or improve upon) the construction budget set forth and communicate potential scope creep to Otto Construction. If the construction budget is exceeded, Otto Construction reserves the right to re-bid this scope of work.



BID PROPOSAL #230900
SITE-WORK

July 7, 2023

Maram Daood
Otto Construction
1717 2nd Street
Sacramento, CA 95811

Project: SCUSD Oak Ridge ES
Drawing Refs: 2023.05.26 Increment 1
Addenda Noted: 1
Subject: Bid Proposal Site Work Increment 1

CASEY-FOGLI CONCRETE CONTRACTORS proposes to furnish and install work for the above referenced project. We will supply labor, equipment, and material to form, pour, strip, and finish the concrete site work as follows:

Specific Inclusions:

OFFSITE

- Curb & gutter city std
- 4" Sidewalk city std
- 6" Driveway city std

TOTAL \$41,410.00

ONSITE

- Vertical Curbs, 2/C8.1
- 12" Curb, 6/C8.1
- Concrete Band, 15/C8.1
- Flush Concrete Curb, 3/C8.1
- Rolled Curb, 8/C8.1
- Apparatus Curb, 13/C8.1
- 5" Concrete walkway
- 6" Vehicular pavement
- Seat wall 12/C8.1

rebar?

TOTAL \$617,990.00

CMU WALL Footing

- CMU Wall footing 4/A101. Exclude excavation and CMU Wall by others.

TOTAL \$183,180.00

Specific Exclusions:

1. Anything not part of "specific inclusions" is excluded from this bid proposal.
2. Bonds, permits or permit fees (call for bond rate if applicable) Bonds must be requested at execution of contract.
3. Testing & inspections; Engineering, survey, construction staking, layout, verification or coordination of other trades
4. Warranty in excess of one (1) year following completion of our work
5. Protection or repair of our work from early use/loading, misuse, damage by other parties
6. Relocation, protection and removal of existing utilities, sub-surface obstructions or debris. It is assumed that all proposed improvements are free of conflicts
7. Additional costs due to unknown surface and subsurface conditions, including but not limited to, dewatering
8. Clearing, grubbing or removal of existing trees, shrubs, ground cover, sod, stumps, roots, etc.
9. Demolition of existing pavements, curbs, slabs, footings or structures.
10. Excavation or backfill, import or export of soils / spoils, compaction, sub base preparation, base material
11. Over-excavation/soil stabilization, subgrade preparation or treatment by mechanical or chemical means
12. Grade for all hardscape areas to be received at ±0.05' vertical tolerance, compacted and free of debris
13. Rough or finish grading or compaction of hardscape areas, landscape areas
14. Drain rock, sand or vapor mitigation measures, waterproofing, subdrains, drain boards or other water control measures.
15. SWPPP Plans, QSP/QSD services, BMP installation/maintenance/removal, inspection, sampling, monitoring, reporting and post construction BMP's
16. Furnish & install hardware, anchor bolts, angle iron, frames, grates, catch basins, trench drains, or similar items
17. Furnish & install, handrail / guardrail, post pockets, skate stoppers, and all other embedded items,
18. Light pole bases, bollards, EV Charging, Traffic gate footings
19. Utility location or relocation
20. Masonry, unit pavers, precast items
21. Landscape / Irrigation repair; temporary irrigation system or hand watering, tree trimming, root pruning, protection or arborist services



22. Dust-on color, color hardeners, color stain, color sealant
23. Waterproofing, caulking of expansion joints, epoxy joint fillers or sealants
24. Pavement seals, coatings, striping, markings, markers, parking bumpers or signage.
25. Construction fencing, barricades, fences, security, temporary toilets, or furnish of dumpsters
26. Traffic, parking, transit, and pedestrian control measures, barricades, signs, plans and fees
27. Overtime, shift premiums or liquidated damages.
28. Biologist services, wildlife surveys, demarcations and/or relocations. Rodent eradication or pest control.
29. Protection from inclement weather, protection of our completed work
30. Air, settlement, vibration, sound, or other monitoring and mitigation.
31. Pre or post construction surveys (e.g. GPS, video, photographic, consultant, etc.).
32. C.F.C.C. participation in composite cleanup crews, damage repair funds, or other similar composite activities, as well as related contract deductions.
33. LBE, DBE, SBE, UBE, DVBE, Local hiring, Badging, or Safety Training requirements of any kind.
34. LEED Certifications, USGBC Certifications, USACE QC Certifications, or similar training requirements of any kind.
35. Design, engineering and Building Information Modeling (BIM) participation.
36. Compliance with project specific equipment emission standards.
37. Project specific accounting software (e.g. Textura), project management/document control software (e.g Procure), Training, or License costs for same.
38. C.F.C.C. shall not be held liable for pandemic or force majeure impacts

Specific Conditions/Qualifications:

1. All layout & survey for corner hubs, benchmarks & permanent points provided by & maintained by G.C.
2. C.F.C.C will exercise Extreme Caution, Unless negligent, C.F.C.C assumes no responsibility or liability for cracking or settlement of the existing building walls, slabs, utilities or any other minor damages which may occur by vibration of machinery or equipment.
3. Any stoppage of work by Owner or G.C during all construction activities causing delays and stand by or delays resulting from interference of non-performance of others will be charged accordingly, based on an hourly rate for all labor and equipment.
4. Sequence and timing of **C.F.C.C** work to be in accordance with mutually agreed upon schedule.
5. This proposal is subject to C.F.C.C. favorable review of the Prime Contract should it not have been made available to C.F.C.C. prior to the proposal date indicated above.
6. Pricing based on work being performed in 1 ea move-in(s) and continuous work operation for each move-in. Additional move-ins will be charged at **\$ 3,500.00** each. Costs of additional move-ins may include additional equipment mobilizations and losses in production charges due to interruptions in operations.
7. Price based on the award of the complete scope of work included herein with completion by April 2024
8. All other work not specifically included shall be considered excluded from this proposal.
9. The inclusions, exclusions, and clarifications noted in this proposal shall be made a part of the contract and shall supersede any conflicting provisions.
10. Lump sum change orders to include 10% markup for overhead and 15% markup for profit. Work performed on a T&M basis will be paid according to the latest C.F.C.C. labor and equipment rate sheets.
11. Material, subcontractor and other direct outside costs will be marked up 15%.
12. This proposal is valid for (30) days from the date of this proposal.
13. **The industry is currently experiencing extreme price volatility for various construction components, including but not limited to, Lumber, Steel, Cement, as well as other construction materials / Labor / Services. While we will honor our proposal price for thirty (30) days from the proposal date, we strongly encourage you to issue Casey Fogli a Letter of Intent (LOI) and/or a Contract immediately so that we may lock in our vendor and subcontractor prices for this project in an effort to mitigate project impacts.**
14. Payments are due within 30 days of invoice. Late payments subject to 1½% monthly finance charge.
15. Retention (5% max.) to be released within 35 days of C.F.C.C. final billing.
16. Retention monies withheld to be deposited in an escrow account with C.F.C.C. as the beneficial owner.
17. Project schedule to be mutually agreeable and will allow C.F.C.C. to perform its work in an efficient sequence and manner. C.F.C.C. to receive a copy of the baseline and subsequent schedule updates.
18. Proposal based on unobstructed access to all areas of work.
19. Work requested during or near inclement weather or wet jobsite conditions may result in additional costs.
20. Price based on standard gray concrete with no allowance for, coloring agents, or stains, etc.
21. Price based on standard trowel or broom finish.
22. It shall be the responsibility of the Owner/General Contractor to provide safe access for all **C.F.C.C** personnel, equipment and material to all areas of work.
23. It shall be the responsibility of the Owner/General Contractor to provide suitable staging and storage areas for **C.F.C.C** equipment and materials.
24. Proposal based on a contract agreement that is mutually agreeable.
25. C.F.C.C. carries the following insurance limits with admitted "A" rated insurance carriers:
 - a. \$ 1,000,000 General Liability
 - b. \$ 1,000,000 Auto Liability
 - c. \$ 1,000,000 Employers Liability (Workers Compensation)
 - d. \$ 5,000,000 Pollution Liability
 - e. \$25,000,000 Excess Liability coverage (attaches over General, Auto, & Employers Liability)
 - f. \$10,000,000 Builders Risk/Installation coverage
 - g. \$ 1,000,000 Earthquake and Flood (subject to specific exclusions)
 - h. \$ 2,000,000 Design/Build Professional Liability
26. Additional costs apply for the following insurance enhancements: Railroad Protective Liability, Longshoreman/Harbor Workers, Federal Employers Liability Act, Job Specific Pollution Liability, or other.
27. **C.F.C.C** shall provide general cleanup of our work with debris to be deposited into dumpsters provided by others.
28. G.C. to provide all project coordination.
29. G.C. to provide **C.F.C.C.** three sets of updated plans and specifications.

If you have any questions, please feel free to contact our office.

Sincerely,

Casey-Fogli Concrete Contractors

Jeff Otani

Senior Estimator

License No. CA265292

Public Works Contractor Registration No. 100008424



**EXHIBIT 4
BID FORM**

PROJECT Sacramento City Unified School District
Oak Ridge Elementary School

TRADE Site Concrete

GENERAL INFORMATION

Firm Name	<u>John F. Otto, Inc. dba Otto Construction</u>
Firm Address	<u>1717 2nd Street, Sacramento, CA 95811</u>
Name of Contact Person	<u>Maram Daood</u>
Telephone Number	<u>(916) 441-6870</u>
Fax Number	<u>(916) 441-6138</u>
E-mail	<u>mdaood@ottoconstruction.com</u>
CA License #	<u>178809</u>
DIR #	<u>1000005395</u>
Union Affiliation	<u>carpenters, laborers, cement masons</u>

EXHIBIT 1 - PROJECT DOCUMENTS

Do you acknowledge and agree to the terms and conditions of the project documents provided? (Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Drawings by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Specifications by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 2 100% DD by Nacht & Lewis Architects dated 2/24/23, Oak Ridge Elementary School Improvements Geotechnical Engineering Report by Terracon dated 2/13/23)
 Yes () No, If No attach exceptions

ACKNOWLEDGEMENT

Do you acknowledge and agree to the phasing and work specified in the "Otto's Notes to Bidding Subcontractor" called out on all Increment 1 drawing sheets in Exhibit 1?
 Yes () No, If No attach exceptions

EXHIBIT 2 - PRELIMINARY CPM SCHEDULE

Do you acknowledge and agree to the terms and conditions of the Preliminary CPM Schedule included in this package?
 Yes () No, If No attach exceptions

EXHIBIT 3 - PROJECT LABOR AGREEMENT

Do you acknowledge and agree to the terms and conditions of the Project Labor Agreement document included in the RFP package?
 Yes () No, If No attach exceptions

ACKNOWLEDGEMENT

This project is subject to Skilled and Trained Workforce requirements pursuant to Public Contract Code §2600. Do you acknowledge and agree to meeting these requirements?
 Yes () No, If No attach exceptions

EXHIBIT 5 - SAMPLE SUBCONTRACT

Do you acknowledge and agree to the terms and conditions of the Sample Subcontract?
 Yes () No, If No attach exceptions

EXHIBIT 6 - PRIME CONTRACT - FOR REFERENCE ONLY

Do you acknowledge and agree to the terms and conditions of the Prime Contract?
 Yes () No, If No attach exceptions

ADDENDA: 1, 2



Increment 1 Base Bid

\$764,063 (see proposal letter for alternates)

Please provide your base bid amount for construction (furnish & install) of all work set forth in the Increment 1 project documents (Exhibit 1).

DVBE COMMITMENT (in dollars)

This project has a 3% DVBE participation goal. Please identify DVBE monies included in your Inc. 1 Base Bid

Long Lead Items

Lower Tier Subcontractors

Please include a final scope letter on Company letterhead listing all clarifications, inclusions and exclusions.

CONTRACTING

The initial contract between Otto Construction and the Modular Elevator Trade Partner will be written for the preconstruction/design amount. Pending DSA Approval of the drawings, and finalization of scope and pricing, an amendment or a separate contract will be written for the construction amount. It is the Modular Elevator Trade Partner's responsibility to meet (or improve upon) the construction budget set forth and communicate potential scope creep to Otto Construction. If the construction budget is exceeded, Otto Construction reserves the right to re-bid this scope of work.



July 5th, 2023

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

**RE: SCUSD Oak Ridge Elementary School – New Campus
Increment 1 – Site Concrete Self-Performed Work**

Chris:

We are pleased to present a proposal for the Site Concrete scope of work for Increment 1 of the New Campus Oak Ridge Elementary School located at 4501 Martin Luther King Jr. Blvd, Sacramento, CA 95820. We will provide labor, material, equipment, supervision, and layout for the work shown on the Oak Ridge Elementary School Campus Replacement Increment 1 DSA Approved drawings by Nacht & Lewis Architects dated 5/26/2023.

Inclusions:

1. Site concrete layout (type 3 and type 4 paving)
2. Form, place and finish type 3 concrete paving
3. Form, place and finish type 4 concrete paving
4. Form, place and finish flush curb, stand-up curb, and curb & gutter.
5. Form, place and finish mow strip
6. Standard concrete finish, grey concrete
7. Provide sleeves for fencing posts at parking lot fencing only shown on A101.

Exclusions:

1. Design and design fees
2. Permits and/or plan check fees
3. Hazmat materials testing, reporting, or abatement
4. Tests and inspections
5. Rebar (see alternate)
6. CMU wall footing (see alternate)
7. Site grading
8. Site concrete base rock (see alternate)
9. Construction Staking
10. Builder's risk insurance
11. Bonds
12. Gypcrete

1717 Second Street
Sacramento CA 95811
TEL 916.441.6870
FAX 916.441.6138

www.ottoconstruction.com
CA Lic #178809
DIR #1000005395



Site Concrete Base Bid.....	\$764,063
Add Alternate – Site Concrete AB.....	\$21,703
Add Alternate – Site Concrete Rebar	\$153,854
Add Alternate – Site CMU Footing Concrete.....	\$126,495
Add Alternate – Site CMU Footing Rebar.....	\$107,686

Please see the attached bid form for addendum acknowledgments.

Thank you for the opportunity to provide a proposal. We look forward to working with you on this project.

Sincerely,

OTTO CONSTRUCTION

By: Maram Daood, Estimator



**EXHIBIT 4
BID FORM**

PROJECT Sacramento City Unified School District
Oak Ridge Elementary School

TRADE Site Concrete

GENERAL INFORMATION

Firm Name	<u>Concrete North Inc</u>
Firm Address	<u>10274 Iron Rock Way Elk Grove, CA 95624</u>
Name of Contact Person	<u>Shawn Daniel</u>
Telephone Number	<u>(209) 745-7400</u>
Fax Number	<u>(209) 745-7477</u>
E-mail	<u>shawn@concretenorth.net</u>
CA License #	<u>429445</u>
DIR #	<u>1000000641</u>
Union Affiliation	<u>Carpenters, Cement Masons, and Laborers</u>

EXHIBIT 1 - PROJECT DOCUMENTS

Do you acknowledge and agree to the terms and conditions of the project documents provided? (Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Drawings by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Specifications by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 2 100% DD by Nacht & Lewis Architects dated 2/24/23, Oak Ridge Elementary School Improvements Geotechnical Engineering Report by Terracon dated 2/13/23)

Yes () No, If No attach exceptions **Excluding all Increment 2 work**

ACKNOWLEDGEMENT

Do you acknowledge and agree to the phasing and work specified in the "Otto's Notes to Bidding Subcontractor" called out on all Increment 1 drawing sheets in Exhibit 1?

Yes () No, If No attach exceptions

EXHIBIT 2 - PRELIMINARY CPM SCHEDULE

Do you acknowledge and agree to the terms and conditions of the Preliminary CPM Schedule included in this package?

Yes () No, If No attach exceptions

EXHIBIT 3 - PROJECT LABOR AGREEMENT

Do you acknowledge and agree to the terms and conditions of the Project Labor Agreement document included in the RFP package?

Yes () No, If No attach exceptions

ACKNOWLEDGEMENT

This project is subject to Skilled and Trained Workforce requirements pursuant to Public Contract Code §2600. Do you acknowledge and agree to meeting these requirements?

Yes () No, If No attach exceptions

EXHIBIT 5 - SAMPLE SUBCONTRACT

Do you acknowledge and agree to the terms and conditions of the Sample Subcontract?

Yes () No, If No attach exceptions

EXHIBIT 6 - PRIME CONTRACT - FOR REFERENCE ONLY

Do you acknowledge and agree to the terms and conditions of the Prime Contract?

Yes () No, If No attach exceptions

ADDENDA: 2



Increment 1 Base Bid

1,222,407.00

Please provide your base bid amount for construction (furnish & install) of all work set forth in the Increment 1 project documents (Exhibit 1).

N/A

DVBE COMMITMENT (in dollars)

This project has a 3% DVBE participation goal. Please identify DVBE monies included in your Inc. 1 Base Bid

Long Lead Items

Rebar (3 weeks after approval of shop drawings)

Lower Tier Subcontractors

TBD

Please include a final scope letter on Company letterhead listing all clarifications, inclusions and exclusions.

CONTRACTING

The initial contract between Otto Construction and the Modular Elevator Trade Partner will be written for the preconstruction/design amount. Pending DSA Approval of the drawings, and finalization of scope and pricing, an amendment or a separate contract will be written for the construction amount. It is the Modular Elevator Trade Partner's responsibility to meet (or improve upon) the construction budget set forth and communicate potential scope creep to Otto Construction. If the construction budget is exceeded, Otto Construction reserves the right to re-bid this scope of work.

10274 Iron Rock Way
Elk Grove, CA 95624
Office 209.745.7400
Fax 209.745.7477
CCL# 429445
DIR# 1000000641



Attn: Estimating

From: Shawn Daniel
Email: Shawn@concretenorth.net
Direct: 209-745-7400

Project: SCUSD Oak Ridge Elementary
School INC 1 Site
City: Sacramento, CA

Date: 7/7/2023

Concrete North proposes to furnish all labor; material and equipment to complete the concrete scope of work for the above referenced project per this proposal for the lump sum prices of:

Site Work – Rebar Included \$ 1,222,407.00

- Form, place, and finish 5" type 3 walkways (approx. 14,938 SF)
- Form, place, and finish 6" type 4 vehicular paving (approx. 3,164 SF)
- Form, place, and finish 6" vertical curb (approx. 3,348 LF)
- Form, place, and finish 15" rolled curb (approx. 82 LF)
- Form, place, and finish 12" vertical curb (approx. 316 LF)
- Form, place, and finish 6" flush curb (approx. 1,021 LF)
- Form, place, and finish 12" band (approx. 1,550 LF)
- Form, place, and finish 8" apparatus curb (approx. 294 LF)
- Form, place, and finish curb and gutter (approx. 470 LF)
- Excavate, form, place, and finish seat wall (approx. 74 LF)
- Excavate, place, and finish CMU wall footing (approx. 1,107 LF)
- Excavate, and set in place bollards (install only, furnished by others) (approx. 4 EA)

Add Alternate – Additional Move-Ins \$ 3,500.00

- Two move-ins have been figured, if additional move-ins are required it is \$3,500.00 each

Site Work Inclusions:

1. Truncated domes included in walkway price.
2. Install of sleeves included for 12" curb, for post. (Install only, furnished by others)
3. Install of under sidewalk drain is included in walkways (install only, furnished by others)

Site Work Exclusions and Provisions: Unless specifically included above.

1. All site work listed above to be performed in (1) move-ins.
2. Hubs in, civil elevations and cut sheet for site work from surveyor in Concrete North's possession prior to proceeding with site work.
3. **Demolition.**
4. **All site work in Increment 2.**

5. **All site work on sheets C2.1.2 & C4.1.2**
6. **Bomanite concrete systems.**
7. **Surface retarder finish.**
8. **All sub-base by others including rock and sand, grade to +/- ½" of 1" unless specifically included above.**
9. All mass excavation and backfill.
10. **Furnish and setting of walk off mats (CNI will install angle iron embedded in concrete, furnished by others).**
11. **All colored concrete. Concrete to be of normal color and design.**
12. Precast concrete
13. **Concrete color, sealers, hardeners, fibers, and/or specialty admixtures and/or specialty finishing techniques (i.e. sandblasting, polished concrete, board form, etc.).**
14. **Concrete colors will be color matched if specified manufacture is not available at CNI selected concrete supplier.**
15. **White Concrete.**
16. **Trench drain/under sidewalk drain will be furnished by others.**
17. **All off site work (work outside of property line).**
18. **All pervious paving by others.**
19. **Monument sign/marquee sign and footings.**
20. Light Pole Footings
21. Precast wheel stops and glued on and/or doweled on curbs, by others.
22. Sign, fence posts, and handrail footings by others.
23. **All CMU and accessories.**
24. Asphalt paving and sub-base.
25. All hard rock and soil conditions.
26. **Embeds to be furnished by others, installed by CNI when cast in concrete, and location verified prior to concrete placement by others.**
27. **Caulking or sealant**
28. **Traffic gate footing by others.**
29. **CNI will make best attempt to match exiting concrete color and finish however, cannot guarantee it due to ageing nature of existing concrete.**
30. Redwood headers.
31. Pricing based upon concrete mix with local aggregates.
32. Special finishes (i.e. sandblasting, exposed, salted, stamped, textured, etc.) to be done at additional cost.
33. Concrete North, Inc. is not responsible for concrete cracking which is a natural occurring event which is caused by many factors beyond Concrete North's control.
34. Excavation at curbs, curbs with gutter and sidewalks, and sidewalk thickened edge.
35. Testing, permits and inspections.
36. Bonds, if required, to be paid for by General Contractor. Said payment upon receipt of Concrete North's bond(s).
37. Adverse weather conditions (rain, snow, high winds, freezing temperatures and heat). If contractor directs Concrete North to commence or continue with a pour, contractor will be responsible for additional overtime, damage to or repair of that work.

General Terms and Conditions: Scope of work reflects the following general conditions and general terms:

1. This proposal good for a period of thirty (30) days. No price guarantee shall exist beyond the thirty day period.
2. If Concrete North is authorized to proceed with work prior to a fully executed subcontract agreement, it shall be understood and agreed that this proposal shall govern and take precedence until such time as a mutually agreed upon Subcontract is executed.
3. This proposal shall be incorporated as an exhibit into any subcontract agreement.
4. Concrete North's general conditions and general terms shall be incorporated into any subcontract agreement.
5. Concrete North will not perform change order work without a written directive from general contractor. Change order work will be limited to 2% of contract value or \$25,000 until change orders are signed and billable.
6. Retention withheld shall not exceed 5% of the contract amount and any retention withheld shall be paid no later than thirty (30) days after the completion of our work.
7. General liability insurance aggregate shall be maximum \$2,000,000.
8. Premium for worker's compensation waiver of subrogation, if required, to be paid for by General Contractor.

9. General contractor shall provide all risk property insurance acceptable to Concrete North. Concrete North shall not be responsible for flood and earthquake damage and property insurance deductibles.
10. Concrete North shall follow the guidelines of our established safety program and will conform to all OSHA requirements. Any additional safety training required or specialized safety requirements beyond that included in Concrete North's policy shall be provided for by the general contractor, at no added cost to Concrete North.
11. In the event of a claim or dispute between general contractor and subcontractor which cannot be mutually resolved in a reasonable period of time, general contractor shall agree to submit said claim to binding arbitration.
12. Concrete North will not participation in penalties or liquidated damages which are not a direct result of Concrete North operations.
13. Concrete North shall only be held responsible to the extent of our negligence.
14. General contractor to provide building corners and column lines.
15. General contractor to provide access ladders, stairs, temporary lighting, power and water if necessary.
16. General contractor to provide temporary power and water within 100 feet of work area and at all levels of the building.
17. General contractor to provide necessary dewatering, mucking out, and removal of rainwater.
18. General contractor to provide adequate area for job trailer and material storage.
19. General contractor to provide any and all dumpsters and shall be responsible for dump fees, etc.
20. General contractor to provide sufficient access in and around buildings for the performance of Concrete North's work (rocked and graded).
21. Monthly progress payments to be received no later than 30 days after billing deadline.
22. This proposal is based upon an eight (8) hour work day, five (5) day work week with holidays excluded.
23. This proposal is based on a mutually agreed upon sequence and schedule established by Concrete North and general contractor.

OCIP Projects Only:

1. Because the final details of the proposed OCIP, PCIP and similar type coverage have not been established for this project, the following terms of coverage for this insurance program have been assumed. The proposed "Owners Controlled Insurance Program" shall:
 - a) Provide General Liability/Excess insurance coverage that meets or exceeds the coverage limits of Concrete North's conventional policy.
 - b) Provide a 10 year completed operations tail to cover all exposure to all construction defect claims.
 - c) NOT require premiums, audits, or premium increases at policy renewal periods.
 - d) NOT require deductible, or SIR reimbursements, or payments of any kind for any General Liability/ Excess Liability claims covered under the policy.
 - e) Be subject to further review of Concrete North insurance and legal experts as to all aspects of this policy prior to Concrete North entering into any binding agreements. Said review may include additive values for inadequate coverage and will be added to this proposal.

Thank you for the opportunity to provide pricing on this project. If you should have any questions, please do not hesitate to contact me.

Sincerely,

Shawn Daniel

Accepted By:

Signature/Date



EXHIBIT 4 BID FORM

PROJECT Sacramento City Unified School District
Oak Ridge Elementary School

TRADE REINFORCING STEEL (INSTALLED)

GENERAL INFORMATION

Firm Name	<u>ASSOCAITED REBAR INC.</u>
Firm Address	<u>1095 MADISON LANE, SALINAS, CA 93907</u>
Name of Contact Person	<u>KRIS BARTLEBAUGH JR</u>
Telephone Number	<u>831-758-1820</u>
Fax Number	<u>N/A</u>
E-mail	<u>JR@ASSOCIATEDREBAR.COM</u>
CA License #	<u>574321 - C50</u>
DIR #	<u>1000007289</u>
Union Affiliation	<u>IRONWORKERS</u>

EXHIBIT 1 - PROJECT DOCUMENTS

Do you acknowledge and agree to the terms and conditions of the project documents provided? (Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Drawings by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Specifications by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 2 100% DD by Nacht & Lewis Architects dated 2/24/23, Oak Ridge Elementary School Improvements Geotechnical Engineering Report by Terracon dated 2/13/23)
 Yes () No, If No attach exceptions

ACKNOWLEDGEMENT

Do you acknowledge and agree to the phasing and work specified in the "Otto's Notes to Bidding Subcontractor" called out on all Increment 1 drawing sheets in Exhibit 1?
 Yes () No, If No attach exceptions

EXHIBIT 2 - PRELIMINARY CPM SCHEDULE

Do you acknowledge and agree to the terms and conditions of the Preliminary CPM Schedule included in this package?
 Yes () No, If No attach exceptions

EXHIBIT 3 - PROJECT LABOR AGREEMENT

Do you acknowledge and agree to the terms and conditions of the Project Labor Agreement document included in the RFP package?
 Yes () No, If No attach exceptions

ACKNOWLEDGEMENT

This project is subject to Skilled and Trained Workforce requirements pursuant to Public Contract Code §2600. Do you acknowledge and agree to meeting these requirements?
 Yes () No, If No attach exceptions

EXHIBIT 5 - SAMPLE SUBCONTRACT

Do you acknowledge and agree to the terms and conditions of the Sample Subcontract?
 Yes () No, If No attach exceptions

EXHIBIT 6 - PRIME CONTRACT - FOR REFERENCE ONLY

Do you acknowledge and agree to the terms and conditions of the Prime Contract?
 Yes () No, If No attach exceptions

ADDENDA: ONE (1) NOTED



Increment 1 Base Bid

\$106,819.00

Please provide your base bid amount for construction (furnish & install) of all work set forth in the Increment 1 project documents (Exhibit 1).

DVBE COMMITMENT (in dollars)

\$0.00

This project has a 3% DVBE participation goal. Please identify DVBE monies included in your Inc. 1 Base Bid

Long Lead Items

NONE

Lower Tier Subcontractors

NONE

Please include a final scope letter on Company letterhead listing all clarifications, inclusions and exclusions.

CONTRACTING

The initial contract between Otto Construction and the Modular Elevator Trade Partner will be written for the preconstruction/design amount. Pending DSA Approval of the drawings, and finalization of scope and pricing, an amendment or a separate contract will be written for the construction amount. It is the Modular Elevator Trade Partner's responsibility to meet (or improve upon) the construction budget set forth and communicate potential scope creep to Otto Construction. If the construction budget is exceeded, Otto Construction reserves the right to re-bid this scope of work.



Fabrication & Placing of Reinforcing Steel & Wire Mesh
"Since 1988"

P.O. Box 10212, Salinas, CA 93912
1095 Madison Ln., Salinas, CA 93907
831-758-1820 Fax: 831-753-1740
E-Mail: sales@associatedrebar.com
License No. 574321 (C50)
DIR #: 100007289
SBE #: 1247380

BID PROPOSAL

NOTE: WE ARE A REGISTERED SBE WITH THE STATE OF CALIFORNIA

PROJECT: OAK RIDGE ELEMENTARY SCHOOL
LOCATION: SACRAMENTO, CA
BID DATE: 07/06/2023
ADDENDA(S): ONE (1) NOTED
SECTION NO: REINFORCING STEEL
ESTIMATOR: JR

DESCRIPTION: PLAIN UNCOATED REINFORCING STEEL ONLY, PER STRUCTURAL DRAWINGS, FURNISHED & INSTALLED, TAX INCLUDED, AS FOLLOWS:

BASE BID: \$106,819.00**

****BASE BID BREAKDOWN:**

- Concrete Pavement (19,200 SF)
- Concrete Curb (3374 LFT)
- Concrete Flush Curb (1090 LFT)
- 12" Wide Concrete Curb (320 LFT)
- Concrete Apparatus Curb (294 LFT)
- Concrete Curb & Gutter (476 LFT)
- Concrete Band (1495 LFT)
- Concrete Seat Wall (75 LFT)
- Traffic Gate Post (20 Each)
- CMU Sitewall - Concrete (1100 LFT)
- EV Charging Station Base (2 Each)
- Light Pole Base (12 Each)

ADD #1: FOR SMOOTH DWLS AS BELOW (FOB JOBSITE) ADD \$4,588.00

1/2 X24" Smooth Dowels 1,962.000 Each

EXCLUSIONS:

ANY LIQUIDATED DAMAGES CAUSED BY DELAYS FROM OTHER TRADES.
ANY COST OF OVERTIME DUE TO OTHER TRADES INEFFICIENCIES.
SMOOTH DOWELS. LINES, GRADES & TEMPLATES.
CLEANING OF DIRT/SAND FROM FOOTINGS, ETC.
CUTTING & UNTYING OF TEMPLATES/FORMS WIRE.
REINFORCING LAYOUT FROM CONCRETE TO MASONRY CELLS.
SITE REINFORCING STEEL & MASONRY REINFORCING STEEL. DRILLED PIERS.
WELDING & ALL WELDED BARS AND WELDABLE HALF COUPLERS.
CONSTRUCTION JOINT & DRILLED DOWELS (UNLESS SPECIFICALLY NOTED IN ABOVE "DESCRIPTION" AREA). HOISTING, SCAFFOLDING. ADDED LIFT STEEL &



ASSOCIATED REBAR, INC.

Lic. No. 574321 (C50)

PROJECT: OAK RIDGE ELEMENTARY SCHOOL

LOCATION: SACRAMENTO, CA

BID DATE: 07/06/2023

BID PROPOSAL CONTINUED FROM PAGE 1:

EXCLUSIONS CONTINUED:

SUPPORT OF WIRE MESH. REINFORCING STEEL AS DEFINED OR DEPICTED ON ARCHITECTURAL, CIVIL, ELECTRICAL, PLUMBING OR MECHANICAL DRAWINGS. ANY ADDED REBAR FOR WALL JOINTS, SLAB JOINTS, FOOTING JOINTS NOT PROVIDED IN THE DRAWINGS. ANY OPENINGS IN MEP DRAWINGS THAT AREN'T CLEARLY IDENTIFIED IN THE STRUCTURAL DRAWINGS. ANY COST FOR DAMAGING WATERPROOFING. ANY TYPE OF POUR WATCH. ANY TYPE OF FLAGMEN FOR STAGING OR OFFLOADING ON PUBLIC STREETS OR WALKWAYS. ANY STRAIGHTENING OF DOWELS COMING OUT OF CONCRETE DAMAGED BY OTHERS. ANY GUYING OR BRACING OF REINFORCED CAGES. ALL INSTALLATION OF FORM SAVERS. SMOOTH ROUND BAR. MOVING OF MATERIALS ONCE OFFLOADED FOR ANY TRADE. ANY MOVEMENT OF INSTALLED REINFORCEMENT FOR STRUCTURAL STEEL OR BOLTS. ANY REINFORCEMENT FOR EMBEDS NOT SHOWN IN THE STRUCTURAL DRAWINGS. ALL HOISTING OF MATERIAL ON METAL DECKS. JOB SPECIFIC TRAINING, DRUG TESTING, OR BACKGROUND CHECKS TESTING, INSPECTION AND BOND FEES. RETENTION EXCLUDED ON JOBS UNDER \$5,000.00 AND ON ALL "EXTRA TO CONTRACT" CHANGE ORDERS. CONTINGENCY ALLOWANCES. LOSSES, LIABILITY AND/OR DAMAGES DUE TO MATERIAL SHORTAGES BEYOND ASSOCIATED REBAR, INC. CONTROL. PROFESSIONAL LIABILITY INSURANCE ON ARCHITECTS, ENGINEERS, DESIGNERS, AND CONSULTANTS. INDEMNIFICATION AND/OR HOLD HARMLESS WORDING.

CONTRACTOR TO INCLUDE:

PROVIDE HOISTING ACCESS FOR THE ENTIRE LENGTH OF THE PROJECT ON TWO SIDES PERPENDICULAR TO EACHOTHER. PROVIDE LAYDOWN AREA AND ACCESS TO ALL WORK AREAS SATISFACTORY TO OSHA STANDARD 1711. PROVIDE LIGHTING FOR ALL WORK AREAS. PROVIDE WOOD TEMPLATES FOR ALL VERTICAL DOWELS COMING OUT OF CONCRETE. PROVIDE LAYOUT AND ELEVATIONS FOR ALL VERTICAL REBAR ELEMENTS. ALL WORK MUST BE BASED ON AN AGREED UPON SCHEDULE BY CONTRACTOR AND SUBCONTRACTOR. CONTRACTOR TO PROVIDE PARKING FOR REBAR SUB EMPLOYEES.

**BID PROPOSAL CONTINUED ON PG. 3
PAGE 2 OF 4**

ASSOCIATED REBAR, INC.

Lic. No. 574321 (C50)

PROJECT: OAK RIDGE ELEMENTARY SCHOOL
LOCATION: SACRAMENTO, CA
BID DATE: 07/06/2023

BID PROPOSAL CONTINUED FROM PAGE 2:

CONDITIONS:

THIS PROPOSAL IS TO BE MADE PART OF THE SUBCONTRACT.

INSURANCE LIMITS PER PROJECT FOR GENERAL LIABILITY:

\$1,000,000.00 EACH OCCURRENCE.

\$1,000,000.00 PERSONAL INJURY.

\$1,000,000.00 COMPLETED OPERATIONS.

\$2,000,000.00 EXCESS LIABILITY.

\$2,000,000.00 GENERAL AGGREGATE.

WORKERS COMPENSATION AND AUTOMOBILE LIABILITY: \$1,000,000.00.

INSURANCE MAINTAINED FOR THE DURATION OF OUR WORK ON THE PROJECT.

INSURANCE LIMITS HIGHER THAN THOSE SPECIFIED ABOVE CAN BE QUOTED ON A PER PROJECT BASIS WITH THE ADDITIONAL INSURANCE PREMIUM AS AN ADDITIONAL ITEM TO BE ADDED TO THE BID PRICE.

BID BASED UPON UNRESTRICTED ACCESS TO OUR WORK, I.E. REASONABLE UNOBSTRUCTED INGRESS TO OUR WORK. NO PLUMBING, ELECTRICAL, DOUBLING OF FORMWORK TEMPLATES, ETC. TO PASS THROUGH FOOTINGS UNTIL AFTER OUR FOOTING REINFORCING STEEL PLACED. IF ACCESS RESTRICTED ALL ADDITIONAL LABOR REQUIRED SHALL BECOME AN "EXTRA TO CONTRACT".

PRICE BASED UPON MINIMUM DIMENSIONS AS SHOWN ON PLANS. ANY DEVIATION OR ALTERATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE PUT ON AN "EXTRA TO CONTRACT" AND BECOMES AN EXTRA CHARGE OVER AND ABOVE THE ORIGINAL ESTIMATE.

ONE (1) YEAR GUARANTEE OF ALL WORK FROM COMPLETION OF OUR CONTRACT AND/OR SIGNED BID PROPOSAL.

WE ARE A UNION CONTRACTOR. OUR PRICE IS BASED ON 8 HR. DAY, 40 HR. WEEK, MONDAY THROUGH FRIDAY 7:00 AM TO 3:30 PM.

ALL LIEN RELEASES WILL BE HELD FOR TEN DAYS AFTER PAYMENT PENDING FUNDS RELEASED TO OUR BANK.

CUSTOMER PROGRESS PAYMENTS ARE DUE THIRTY DAYS AFTER INVOICE/STATEMENT DATE. IF THE INVOICE IS NOT PAID BY SIXTY DAY A 5% LATE FEE WILL BE ADDED TO THE INVOICE. IF THE INVOICE IS NOT PAID BY NINETY DAYS THE JOB WILL BE LIENED.

ASSOCIATED REBAR INC. MUST BE NOTIFIED WITHIN SEVEN DAYS OF THE CONTRACTOR RECEIVING BILLING IF ANYTHING IS NEEDED TO FULFILL THE BILLING INVOICE.

THIS PRICE IS GOOD FOR THIRTY DAYS FROM THE DATE OF THE BID.

ALL QUOTES C.O.D. UNLESS YOUR FIRM HAS AN ACCOUNT WITH ASSOCIATED REBAR, INC.

NO RETENTION WILL BE WITHHELD FROM PROGRESS PAYMENTS TO ASSOCIATED REBAR INC.

**BID PROPOSAL CONTINUED ON PG. 4
PAGE 3 OF 4**

ASSOCIATED REBAR, INC.

Lic. No. 574321 (C50)

PROJECT: OAK RIDGE ELEMENTARY SCHOOL

LOCATION: SACRAMENTO, CA

BID DATE: 07/06/2023

BID PROPOSAL CONTINUED FROM PAGE 3:

ESCALATION CLAUSE: THIS BID IS A "GOOD FAITH" ESTIMATE BASED UPON MATERIAL PRICES AS OF THIS BID DATE. IF THE PROJECTS START DATE AT BID TIME MOVES TO LATER INTO THE CALANDER YEAR OR NEXT ASSOCIATED REBAR, INC. RESERVES THE RIGHT TO ADJUST PRICING TO REFLECT CURRENT MARKET PRICES AND AVAILABILITY AND THE INCREASE SHALL BECOME AN EXTRA TO CONTRACT.

ACCEPTANCE OF BID PROPOSAL

ACCEPTANCE OF THIS BID PROPOSAL DATED 07/06/2023, CONSTITUTES ACCEPTANCE OF THE ABOVE PRICES, SPECIFICATIONS, DESCRIPTIONS, EXCLUSIONS, CONDITIONS AND CLAUSES ON THE PROJECT OF: "OAK RIDGE ELEMENTARY SCHOOL" OTHERWISE THIS BID SHALL BE VOID. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE. PRELIMINARY LIEN INFORMATION REQUIRED UPON ACCEPTANCE OF PROPOSAL.

DATE: _____ SIGNATURE: _____

COMPANY: _____

(CIRCLE ALL THAT APPLY):

ADD #1: YES NO



EXHIBIT 4 BID FORM

PROJECT Sacramento City Unified School District
Oak Ridge Elementary School

TRADE Reinforcing Steel

GENERAL INFORMATION

Firm Name	Camblin Steel Service Inc
Firm Address	548 Gibson Drive, Suite 150, Roseville, CA 95678
Name of Contact Person	Megan Villalobos
Telephone Number	916-644-1300
Fax Number	916-784-3070
E-mail	Megan@camblinsteel.com
CA License #	218839
DIR #	1000003852
Union Affiliation	Ironworkers Union

EXHIBIT 1 - PROJECT DOCUMENTS

Do you acknowledge and agree to the terms and conditions of the project documents provided? (Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Drawings by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Specifications by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 2 100% DD by Nacht & Lewis Architects dated 2/24/23, Oak Ridge Elementary School Improvements Geotechnical Engineering Report by Terracon dated 2/13/23)
(X) Yes () No, If No attach exceptions

ACKNOWLEDGEMENT

Do you acknowledge and agree to the phasing and work specified in the "Otto's Notes to Bidding Subcontractor" called out on all Increment 1 drawing sheets in Exhibit 1?
(X) Yes () No, If No attach exceptions

EXHIBIT 2 - PRELIMINARY CPM SCHEDULE

Do you acknowledge and agree to the terms and conditions of the Preliminary CPM Schedule included in this package?
(X) Yes () No, If No attach exceptions

EXHIBIT 3 - PROJECT LABOR AGREEMENT

Do you acknowledge and agree to the terms and conditions of the Project Labor Agreement document included in the RFP package?
(X) Yes () No, If No attach exceptions

ACKNOWLEDGEMENT

This project is subject to Skilled and Trained Workforce requirements pursuant to Public Contract Code §2600. Do you acknowledge and agree to meeting these requirements?
(X) Yes () No, If No attach exceptions

EXHIBIT 5 - SAMPLE SUBCONTRACT

Do you acknowledge and agree to the terms and conditions of the Sample Subcontract?
() Yes (X) No, If No attach exceptions - Contracts will need to review

EXHIBIT 6 - PRIME CONTRACT - FOR REFERENCE ONLY

Do you acknowledge and agree to the terms and conditions of the Prime Contract?
() Yes (X) No, If No attach exceptions - Contacts will need to review

ADDENDA: 1 & 2



Increment 1 Base Bid

103,390

Please provide your base bid amount for construction (furnish & install) of all work set forth in the Increment 1 project documents (Exhibit 1).

DVBE COMMITMENT (in dollars)

N/A

This project has a 3% DVBE participation goal. Please identify DVBE monies included in your Inc. 1 Base Bid

Long Lead Items

N/A

Lower Tier Subcontractors

None

Please include a final scope letter on Company letterhead listing all clarifications, inclusions and exclusions.

CONTRACTING

The initial contract between Otto Construction and the Modular Elevator Trade Partner will be written for the preconstruction/design amount. Pending DSA Approval of the drawings, and finalization of scope and pricing, an amendment or a separate contract will be written for the construction amount. It is the Modular Elevator Trade Partner's responsibility to meet (or improve upon) the construction budget set forth and communicate potential scope creep to Otto Construction. If the construction budget is exceeded, Otto Construction reserves the right to re-bid this scope of work.

Camblin Steel Service Inc.

Reinforcing Service ~ Contractor License #218839 Expires 7-31-2023
SCUSD Oak Ridge ES Inc. 1

Date: 7/7/23

Note:

1. Material to be dropped within 100 ft of work area

Additional Exclusions:

1. Any reinforcing in Increment 2
2. Traffic Control
3. BIM Modeling
4. Sitework not listed
5. Mechanical Rebar Couplers
6. T-Heads (Headed Reinforcing)
7. Form Savers
8. Cleanup of tie wire clippings
9. C.J. / E.J. Dowels
10. Rebar Welded to Structural/Misc Steel, DBA's & DBR's
11. 180 degree safety bends on rebar
12. Epoxy Coated, Fiberglass Rebar, Galvanized, Stainless Steel, Painting, Bond Breaker, Coatings of any kind (Rebar/ Smooth/ Threaded bars or Mesh) Sleeves of any kind & Greasing.
13. Holddown / Tie Down Reinforcing
14. Rubatex
15. Employee Parking
16. All work not shown on structural drawings
17. Cleaning, Bending and any re-work of existing rebar. Drilling & Grouting / Epoxy
18. Composite Cleanup
19. Special Safety / Training Classes (job specific)
20. Shotcrete Walls (All walls estimate as Cast in place U.N.O.)
21. Scaffolding and/or working platforms for rebar installation.
22. Concrete Pour Watch
23. Dust control
24. Reinforcing in Pre-Cast Elements
25. Rebar Allowances
26. Overtime/Special Schedule (nights, etc.)
27. Test Panels/ Mockups



EXHIBIT 4 BID FORM

PROJECT Sacramento City Unified School District
Oak Ridge Elementary School

TRADE Modular Elevator

GENERAL INFORMATION

Firm Name	<u>Phoenix Modular Elevator</u>
Firm Address	<u>4800 Phoenix Dr - Mt Vernon, IL 62864</u>
Name of Contact Person	<u>Christine Lampley</u>
Telephone Number	<u>618.816.6032</u>
Fax Number	<u>618.244.1923</u>
E-mail	<u>clampley@phoenixmodularelevator.com</u>
CA License #	<u>C-11 1093855</u>
DIR #	<u>PW-LR-1001023925</u>
Union Affiliation	<u>None</u>

EXHIBIT 1 - PROJECT DOCUMENTS

Do you acknowledge and agree to the terms and conditions of the project documents provided?
(Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Drawings by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Specifications by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 2 100% DD by Nacht & Lewis Architects dated 2/24/23, Oak Ridge Elementary School Improvements Geotechnical Engineering Report by Terracon dated 2/13/23)

Yes () No, If No attach exceptions

EXHIBIT 2 - PRELIMINARY SCHEDULE

Do you acknowledge and agree to the terms and conditions of the Preliminary Schedule included in this package?

Yes () No, If No attach exceptions

EXHIBIT 3 - PROJECT LABOR AGREEMENT

Do you acknowledge and agree to the terms and conditions of the Project Labor Agreement document included in the RFP package?

() Yes () No, If No attach exceptions

ACKNOWLEDGEMENT

This project is subject to Skilled and Trained Workforce requirements pursuant to Public Contract Code §2600. Do you acknowledge and agree to meeting these requirements?

() Yes () No, If No attach exceptions

EXHIBIT 5 - SAMPLE SUBCONTRACT

Do you acknowledge and agree to the terms and conditions of the Sample Subcontract?

() Yes () No, If No attach exceptions

EXHIBIT 6 - PRIME CONTRACT - FOR REFERENCE ONLY

Do you acknowledge and agree to the terms and conditions of the Prime Contract?

() Yes () No, If No attach exceptions

ADDENDA: _____

Ex3,5,6 PME will have to thoroughly review the contract to know if we agree and will review once we know the bid is won.



Preconstruction & Design Total

\$5600.00

Please provide is a lump sum bid amount for preconstruction and design services.
During preconstruction, the Modular Elevator Trade Parter is to provide DSA approved PC drawings for incorporation into the Increment 2 drawings DSA Submittal set.
The PC drawings must include the following:
 Passengter Hydraulic Elevator
 3500lb @ 100 F.P.M. UP/DN
 Elevator machine room must be 8'6"x5'0".
The basis of design is Pheonix Modular Elevator AC3000-SLF or equal.
Presonctruction services are to include responding to plan check comments and coordinate with Nacht & Lewis Architects as needed.

Construction Budget Total

\$232,737.00

Please provide a budget for construction (furnish & install) per preliminary schedule (see exhibit 2).

DVBE COMMITMENT (in dollars)

This project has a 3% DVBE participation goal. Please identify potential DVBE monies included in your construction budget.

Long Lead Items

Controllers - 12 week

Lower Tier Subcontractors

Advanced Elevator Solutions

Please include a final scope letter on Company letterhead listing all clarifications, inclusions and exclusions.

CONTRACTING

The initial contract between Otto Construction and the Modular Elevator Trade Partner will be written for the preconstruction/design amount. Pending DSA Approval of the drawings, and finalization of scope and pricing, an amendment or a separate contract will be written for the construction amount. It is the Modular Elevator Trade Partner's responsibility to meet (or improve upon) the construction budget set forth and commnicate potential scope creep to Otto Construction. If the construction budget is exceeded, Otto Construction reserves the right to re-bid this scope of work.



June 19, 2023

Maram Daood
Otto Construction
1717 2nd Street
Sacramento, CA 95811

Dear Maram:

Phoenix Modular Elevator California is pleased to provide you with a quote for the elevator for the SCUSD Oak Ridge ES project in Sacramento, CA.

We propose to supply you with a modular hydraulic elevator, consisting of a welded steel hoistway that contains the elevator rails, hydraulic jacks, and car pre-installed inside the hoistway. This hoistway will be wrapped with 1-hour drywall, a fiberglass gypsum exterior sheathing, which can be finished as desired. The elevator will be shipped via flatbed truck, craned into place (crane by others), and then a licensed Elevator Contractor will connect the hydraulic lines and the electrical service wiring to the machine room and perform final installation and testing.

This elevator is self-supporting and as such, simplifies your design process. Phoenix Modular Elevator California provides a streamlined and hassle-free process, from drawing approval through installation. With off-site hoistway construction and a manufacturing lead time of approximately 12 weeks (after drawing approval and dependent on supplier lead times), we will simplify your construction project.

Elevator details are as follows:

One modular elevator model SLF-AC3000, 3500 lb capacity
2 inline stops, 14 feet 0 inches of travel
Engineered for 100 fpm travel speed, 208 volts, 3-phase, seismic zone 4, wind speed 90 mph
Compliant with 2004 A17.1 elevator code.
Stamped structural drawings
PC 02-119404 (Ss=1.67), Compliant with CBC 2019
OR
PC 02-119167 (Ss=2.25), Compliant with CBC 2019

Hoistway

5/8" exterior fire-rated Type X sheathing
Sloped EPDM roof
1-hour drywall
Steel lining in pit area
Mold-resistant sealer on drywall

4800 Phoenix Drive
Mount Vernon, IL 62864
(618) 244-2314

15-pound T rails
single-stroke holeless jacks
Pit ladder
NEMA 4 pit light (x2) and outlet
Push/pull pit stop switch
Overspeed/rupture valve

Doors and Entrances

Stainless steel 42" single slide hatch doors and entrances

Cab

3500 lb capacity ADA wheelchair-compliant cab
Stretcher compliant with IBC 2006 and later
Wood core walls with WilsonArt plastic laminate in your choice of standard color
Suspended island aluminum frame ceiling with polycarbonate panels
Stainless steel 42" single slide doors in front
Stainless steel floor vents
1 ½" round railing on rear walls
Single-speed fan
Light and outlet in top of car
Wood sub-floor ready to receive flooring of choice
Certificate frame in car
Fixed guide shoes

Controls

Brushed stainless steel fixtures
Cab operating panel with:
digital position indicator
emergency light
locked firefighter's box
alarm bell
door open/close buttons
ADA hands-free autodialer
vandal-resistant illuminated buttons with Braille
in-car access-enable switch
independent service switch
Enhanced communication system

Hallway operating panels with:
Vandal-resistant call buttons with Braille for each floor
fire service key on main egress
"in case of fire" sign (provided separately)

hoistway access switch on top and bottom floors
Master control lock (for all CA schools)
Hall station lockout (add'l 25 keys)

Vandal-resistant Hall directional lanterns (for all stops)

EC Pixel Controller with:

Simplex
Selective collective
Soft-start motor
Nudging
Reverse phase detector
On-board diagnostics
Fire service
Battery lowering

Modular Machine Room

Modular machine room to go on the side or rear of the elevator
5/8" exterior fire-rated Type X sheathing
Sloped EPDM roof
1-hour drywall
Pump, tank, motor, valve and controller mounted in room
Pre-installed electrical, including 3-phase disconnect for controller
Mini split unit for temperature control
Low oil/negative pressure switch
Two ball valves
Blowout muffler
Pre-cut piping/fittings package

Grout and mixer

Shipped Separately

DSA anchor bolt template

Installation

A licensed Elevator Mechanic will perform the following:

- Obtain required elevator permits.
- Supervise the setting of the elevator shaft to ensure it is level and plumb.
- Install piping from the elevator jack(s) in the hoistway to the hydraulic power unit in the machine room.
- Supply the required hydraulic oil, start-up the power unit and adjust the elevator equipment.

- Tie in the dedicated phone line and program the auto-dialer.
- Connect the provided smoke/heat detector lines into the elevator controller.
- Perform testing and adjusting of equipment.
- Perform a pre-inspection and prepare for the actual inspection.
- Advise the General Contractor of any items he must complete prior to the inspection, such as proper lobby lighting, working smoke detectors, etc.
- When the inspection has been passed, turn the elevator over to the building owner.
- Provide 12 months' full maintenance service with regular time callbacks.

Subtotal:\$224,117.00
Sales Tax: (8.75%) \$14,220.00
Total Price:\$238,337.00

Quote is valid for 60 days.

Price includes an allowance for sales tax. Please note this price could increase pending state or local tax increases.

Submittal drawings must be fully approved within 90 days of quote acceptance and released for production and purchase of components or the project will be subject to a materials price increase. Price may also change upon review of additional and/or updated information.

Price is FOB Mt. Vernon, Illinois. Freight estimated cost is **\$9000.00**.
 Freight is not included in price above.

PME offers two options for shipping to the jobsite: customer-arranged transport and PME-arranged transport.

1. Customer-arranged transport: All payment and scheduling will flow from the customer straight to the carrier. We have a web page devoted to trucking, including carriers we recommend and best practices, and we will still be available to assist with any questions you might have. This option ensures you pay only the cost of transportation; no markup included.
2. PME-arranged transport: We will take care of all payment and scheduling with the carrier, and you will pay PME for the cost of transportation. This option comes with a 15% administrative fee on the total cost of shipment.

Price includes installation by a licensed Elevator Contractor, including hook-up, adjusting and inspection of the equipment.

Price is based on providing PME's standard 3500 lb capacity model elevator. Any deviation from these dimensions will result in a custom up-charge. Proposal is based on custom requests only where noted; all other aspects are to PME's standard.

The elevator complies with all national IBC codes. It is your responsibility to check with your local codes and request any additional options needed to ensure compliance.

Unless otherwise specified, pricing does not include any third-party plan reviews or in-plant inspections. If these are required by your Authority Having Jurisdiction, please inform us so we can comply. Additional lead time and/or cost may apply.

Routine maintenance is required to maintain warranty coverage.

Customer shall be responsible for any required building permits, site preparation, engineering of pit foundation, concrete work and cast-in-place anchorage, craning, exterior and interior finishing, building tie-ins including all flashing and expansion joints, smoke detection and sprinkler equipment, electrical stub-ups, and phone line to machine room. Customer shall also be responsible for constructing a code-compliant machine room to house the elevator equipment.

Any elevator towers that do not ship within 2 weeks of their manufacturing completion date will incur a \$200 per week storage charge per tower.

Any elevator cancelled less than 5 days before it is scheduled to ship, either by the customer or PME for nonpayment, will incur a cancellation fee of \$1,000 per tower plus trucking cancellation fees.

Any invoices not paid within 30 days will incur an interest charge of 1 ½% per month.

Payment terms (based on total price):

10% due with purchase order for engineering and submittals

50% due with return of approval drawings/start of manufacturing

30% due upon completion of manufacturing

Balance due upon passing inspection

Sincerely,

Christine Lampley

Christine Lampley

Sales Consultant

Acknowledged and Accepted By:

**Note any options as they are listed above:
(write N/A if no options are needed)**

Signature

Company

Date

TERMS AND CONDITIONS OF SALE

All orders placed with Phoenix Modular Elevator California, Inc. whether written or verbal, are subject to the following terms of sale, which may be changed or supplemented by Phoenix Modular Elevator California, Inc. at any time. No modifications of or additions to these terms will be recognized unless specifically agreed to in writing by any authorized officer of Phoenix Modular Elevator California, Inc.

Failure by Phoenix Modular Elevator California Inc. to object to revisions contained in any prior or subsequent order or communication from a purchaser shall not be construed as a waiver of these conditions or an acceptance of any such provision.

PRICES

All prices are FOB point of shipment and are subject to change without notice. Quotations expire in 60 days unless otherwise advised in writing. Customer will be responsible for all import permits and licenses, and payment of all import duties and custom fees. Published or quoted prices do not include sales, use, excise, or similar taxes. All applicable taxes must be paid by the purchaser.

TERMS OF PAYMENT

Terms of payment are: 10% due with Purchase Order; 50% due with approved submittals drawings; 30% due upon completion of manufacturing; 10% balance due upon completion of installation. FOB point of shipment unless otherwise agreed in writing. Phoenix Modular Elevator California, Inc. shall retain title to or hold a security interest in all merchandise until payment is received. The customer also agrees that if any account due and owing is not paid according to the terms thereof, the customer will pay in addition to all accrued delinquent or service charges (18% annual interest rate), a reasonable attorney's fee if said account is placed with an attorney for collection, together with all costs and expenses in any suit or other legal action.

CREDIT

Prior to making shipment, Phoenix Modular Elevator California, Inc. may require purchaser to provide credit worthiness. If Phoenix Modular Elevator California, Inc. is not satisfied; it may decline the order, require advance payment or ship COD.

SHIPPING

Shipment will be made within a reasonable time after receipt of an order by Phoenix Modular Elevator California, Inc. In the event that some parts are not in stock, Phoenix Modular Elevator California Inc. shall have the right to make delivery in installments. All installments shall be invoiced separately and paid as billed without regard to subsequent deliveries. Phoenix Modular Elevator California, Inc. cannot be held responsible if it is unable, for any reason to make shipment by a specified date.

DAMAGE AND LOSS

All products are packed and marked for shipment according to good commercial practice. Upon delivery to the carrier and his receipt for the merchandise, responsibility for the delivery intact to the destination rests with the carrier. All shipments should be inspected upon receipt at the destination for visible or concealed damage. Claims for loss or damage should be filed with the carrier immediately. A concealed damage claim is required when damage is not externally visible. Phoenix Modular Elevator California, Inc. will assist, insofar as is practicable, in securing satisfactory adjustment of claims, however, all claims for loss and damage must be made by the purchaser to the carrier.

RETURN OF MERCHANDISE

No material is to be returned without first obtaining Phoenix Modular Elevator California, Inc.'s written return authorization and a return authorization tag. Material must be properly packed to protect against physical damage during shipment, and must be shipped prepaid and

insured. Returned material is subject to a 25% restocking charge or \$25.00 minimum, whichever is greater.

WARRANTY

Phoenix Modular Elevator California, Inc.'s products are warranted to be free from defects in material and workmanship for a period of 13 months after receipt of shipment. Phoenix Modular Elevator California, Inc.'s obligation in this respect is limited to furnishing on an exchange basis, FOB shipping point, replacement for part(s) which had been promptly reported by the purchaser as having been in his opinion defective, and are so found by Phoenix Modular Elevator California, Inc. upon return of part(s) and inspection thereof. Phoenix Modular Elevator California, Inc. shall not be liable for any injury, loss, damage, or other costs, direct or consequential, arising out of the use of or the inability of the purchaser to use the product. Before using or furnishing to another for their use, purchaser shall determine the suitability of the product for its intended use and purchaser assumes all risks and liabilities in connection therewith.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

All parts sales are final, subject to existing warranty provisions.

LIMITATION OF LIABILITY

Phoenix Modular Elevator California, Inc.'s entire liability and the customer's exclusive remedy shall be as follows:

In all situations involving performance or non-performance of the products ordered hereunder, the customer's remedy is that provided under the warranty provision expressed above. For any other claim concerning performance or non-performance by Phoenix Modular Elevator California, Inc., pursuant to or in any way related to the subject matter of the parts order, the customer shall be entitled to recover actual damages to the limits set forth in this section. Phoenix Modular Elevator California, Inc.'s liability for loss or damages to customer for any cause whatsoever and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the price of the product on which such liability is based.

In no event will Phoenix Modular Elevator California, Inc. be responsible for any loss, damage, or delay due to acts of God, acts of the government, labor troubles or disputes, including strikes or lock out, fire, flood, accidents, epidemics, quarantine, restrictions, embargoes, or other transportations delays; damage to or destruction in whole or part of equipment or manufacturing plant; lack of or inability to obtain raw materials, labor, fuel, or supplies; or any failure on part of customer or his representatives to approve or comment on drawings or other technical documents within the period of time specified by Phoenix Modular Elevator California, Inc. or any other causes, contingencies, or circumstances beyond Phoenix Modular Elevator California, Inc.'s control. Any such causes of delay, even though existing on the date of the start of manufacture, shall extend the time of Phoenix Modular Elevator California, Inc.'s performance by the length of delays occasioned thereby, including delays reasonably incident to the assumption of normal production.

In no event will Phoenix Modular Elevator California, Inc. be liable for any damages caused by customer, or for any lost profits or other special, incidental, indirect, or consequential damages.

Insurance Coverage Included

- General Liability
 - Each occurrence \$1 million
 - Medical expense \$10,000
 - Personal & ADV injury \$1 million
 - General aggregate \$4 million
 - Products/comp/ OP AGG \$4 million
 - **Waiver of subrogation \$250 per certificate holder**

- Auto
 - Combined single limit \$1 million

- Work Comp
 - Each occurrence \$1 million
 - E.L. Disease-each employee \$1 million
 - E.L. Disease-policy limit \$1 million
 - Blanket waiver of subrogation included with work comp

Professional Liability provided by structural engineer-copy available on request

All additional insurance coverage needed will be quoted upon request and will be at the customer's expense.



EXHIBIT 4 BID FORM

PROJECT Sacramento City Unified School District
Oak Ridge Elementary School

TRADE Modular Elevator

GENERAL INFORMATION

Firm Name	<u>Elevator Industries</u>
Firm Address	<u>623 W. Stadium Ln</u>
Name of Contact Person	<u>Jason Buckman</u>
Telephone Number	<u>916-921-1495</u>
Fax Number	<u>916-921-1496</u>
E-mail	<u>JasonB@elevator-industries.com</u>
CA License #	<u>CC – 20 – 012964</u>
DIR #	<u>1000435425</u>
Union Affiliation	<u>Local 8</u>

EXHIBIT 1 - PROJECT DOCUMENTS

Do you acknowledge and agree to the terms and conditions of the project documents provided?
(Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Drawings by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Specifications by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 2 100% DD by Nacht & Lewis Architects dated 2/24/23, Oak Ridge Elementary School Improvements Geotechnical Engineering Report by Terracon dated 2/13/23)
 Yes No, If No attach exceptions

EXHIBIT 2 - PRELIMINARY SCHEDULE

Do you acknowledge and agree to the terms and conditions of the Preliminary Schedule included in this package?
 Yes No, If No attach exceptions

EXHIBIT 3 - PROJECT LABOR AGREEMENT

Do you acknowledge and agree to the terms and conditions of the Project Labor Agreement document included in the RFP package?
 Yes No, If No attach exceptions

ACKNOWLEDGEMENT

This project is subject to Skilled and Trained Workforce requirements pursuant to Public Contract Code §2600. Do you acknowledge and agree to meeting these requirements?
 Yes No, If No attach exceptions

EXHIBIT 5 - SAMPLE SUBCONTRACT

Do you acknowledge and agree to the terms and conditions of the Sample Subcontract?
 Yes No, If No attach exceptions

EXHIBIT 6 - PRIME CONTRACT - FOR REFERENCE ONLY

Do you acknowledge and agree to the terms and conditions of the Prime Contract?
 Yes No, If No attach exceptions

ADDENDA: _____



Preconstruction & Design Total

\$28,390.00

Please provide is a lump sum bid amount for preconstruction and design services.
During preconstruction, the Modular Elevator Trade Parter is to provide DSA approved PC drawings for incorporation into the Increment 2 drawings DSA Submittal set.
The PC drawings must include the following:
 Passengter Hydraulic Elevator
 3500lb @ 100 F.P.M. UP/DN
 Elevator machine room must be 8'6"x5'0".
The basis of design is Pheonix Modular Elevator AC3000-SLF or equal.
Presonctruction services are to include responding to plan check comments and coordinate with Nacht & Lewis Architects as needed.

Construction Budget Total

\$282,192.00

Please provide a budget for construction (furnish & install) per preliminary schedule (see exhibit 2).

DVBE COMMITMENT (in dollars)

This project has a 3% DVBE participation goal. Please identify potential DVBE monies included in your construction budget.

Long Lead Items

lead time for equipment is currently 12-16 weeks.

Lower Tier Subcontractors

N/A

Please include a final scope letter on Company letterhead listing all clarifications, inclusions and exclusions.

CONTRACTING

The initial contract between Otto Construction and the Modular Elevator Trade Partner will be written for the preconstruction/design amount. Pending DSA Approval of the drawings, and finalization of scope and pricing, an amendment or a separate contract will be written for the construction amount. It is the Modular Elevator Trade Partner's responsibility to meet (or improve upon) the construction budget set forth and commnicate potential scope creep to Otto Construction. If the construction budget is exceeded, Otto Construction reserves the right to re-bid this scope of work.



Bid Proposal
Elevator Industries Inc.
For
SCUSD Oak Ridge
SCOPE OF WORK

TO: Otto Construction
ATTN: Maram Daood mdaood@ottoconstruction.com
PROJECT: SCUSD Oak Ridge

Date: June 28, 2023
PHONE:

FROM: Elevator Industries Inc

CONTACT: Jason Buckman
PHONE: 916-921-1495
FAX: 916-921-1496
Email: JasonB@elevator-industries.com

Tax and Permits Included
Contractors License # 982957
Dir #1000435425

This Quote is for One (1) Elevator(s) as indicated in the following two sections.

Hydraulic Elevator #1

We propose to furnish and install ONE (1) hydraulic elevator as described herein:
Supply and install a modular hydraulic elevator, consisting of a welded steel hoistway that contains the elevator rails, hydraulic jacks, and car pre-installed inside the hoistway. This hoistway will be wrapped with 1-hour drywall, with a fiberglass gypsum exterior sheathing, which can be finished as desired. The elevator will be shipped via flatbed truck, craned into place, and then a licensed Elevator Technician will connect the hydraulic lines and the electrical service wiring to the machine room from the provide electrical service (by others) and perform final installation and testing.

SPECS:

Capacity: 3500 Pound Speed : 100 Fpm Travel: 14' 0"

Stops: Two Openings: Two Front

Entrances: Side / Stainless Steel #4 Finish / 60" X 96" Door Opening

Cab: 8' 10" foot tall / standard finishes / Stainless Steel #4 fronts / Painted Walls / 2 ea. Oak 2" X 6"

Handrail on Side & Rear Wall / 2 Speed Fan

Fixtures: Stainless Steel #4 Finish.

Door Operation: Automatic Closed Loop w/Detector Edge Door Protection

Pit Depth Required: 4' 0"

Warranty Service: 90 days

Transfer switches and e-power if required, by others.

ELEVATOR INDUSTRIES

Quote is valid for 90 days.

Bid Amount: Three Hundred Ten Thousand Five Hundred Eighty Two & 00/100 Dollars (\$310,582.00).
Price shown includes material, labor, freight, taxes, and permits. Price DOES NOT include Bonds. If Bonds are required please add 3%.

Payment Terms:

50% Pre-production & Engineering costs due upon signing of contract and prior to release of any materials for fabrication.

50% Of Balance due at time of delivery of materials to jobsite. If delivery of materials is delayed by purchaser by more than 5 days after scheduled delivery date the 35% fee shall become due upon the expiration of the 5 days. Storage fees of \$100.00 per day shall be charged for each day stored in our warehouse beyond the 5 day time period noted above.

40% Payable monthly based upon work completed and a mutually agreed upon schedule of values.

100% of Contract value due at time of completion and issuance of a permit for the elevator and prior to placing it in service.

Our bid price is based upon the following for which no costs have been included and which are to be furnished (provided) by others at no cost to the elevator subcontractor. **They will attach to and become part of any subsequent subcontract.** Should there be conflicts between these conditions and conditions of the general contract, these conditions shall prevail.

Work to be done by others:

- 1) A legal hoist way, properly framed and enclosed, and including a pit of proper depth provided with ladder, convenience outlet and lights. Hoist way must be plumb within 1" per 100'.
- 2) Provide all pockets, chases and blockouts for elevator fixtures and hydraulic lines. Requirements to maintain the fire ratings of these penetrations.
- 3) All patching and grouting of penetrations through walls required during installation of elevator.
- 4) Legal machine room, adequate for the elevator equipment including convenience outlet, lighting and light switch, and ventilation to maintain the room at an ambient temperature of 100 degrees F maximum.
- 5) Adequate supports and foundations to carry the loads of all equipment.
- 6) Supports for guide rail brackets and hydraulic cylinders.
- 7) Cutting of walls, floors, and removal of such obstructions as may be necessary for proper installations of elevator.
- 8) Grouting of door sills and around entrances.
- 9) Provide temporary enclosures, barricades, or other protection for open hoist ways during the time the elevator is being installed.
- 10) 110V wiring to controller for car lighting and suitable disconnect. Necessary power for light, tools, hoist, etc. during erection.
- 11) Suitable connections from the power mains to controller including necessary circuit breakers and fused mainline disconnect switch.
- 12) Heat and smoke sensing devices at elevator lobbies on each floor with electrical conductor terminating at a properly marked panel in the elevator machine room.
- 13) Heat sensor in machine room connected to shunt trip breaker.
- 14) Telephone connection to elevator machine room. Coordinate with existing telephone system.

ELEVATOR INDUSTRIES



- 15) Wiring from elevator machine room to outside alarm bell as required by the safety code for elevators and escalators.
- 16) Emergency power supply with automatic time delay transfer switch and auxiliary contacts with wiring to elevator controller if necessary.
- 17) Finished floor in cab.
- 18) Grouting around casing in pit.
- 19) Pit ladder extending not less than 42" above bottom landing with no rung above bottom landing.
- 20) For remote machine rooms provide clear access above ceiling or furnish trench in floor between machine room and hoistway.
- 21) Entrance walls and finish floor for passenger elevator are not to be constructed until after sills and door frames are installed. If not possible leave rough opening 6" wider and 2" higher than entrance frame.
- 22) Provide 8"x 8" blockout through all walls for oil and wire lines.
- 23) If sprinklers are required in the hoistway and machine room, a shunt trip breaker must be provided.
- 24) If sprinklers are required in the hoistway and machine room, heat and smoke detectors must be installed. Heat and smoke detectors must be mounted on an access door so they can be serviced from outside the hoistway.
- 25) Clean, dry area to store materials during the work.
- 26) Suitable clear work area at front of hoistway at each landing.
- 27) Provision of a forklift for unloading material at the jobsite to be provided by contractor.
- 28) The quoted price includes 1 elevator inspection per unit. If the elevator fails inspection for ANY reason beyond the reasonable control of the Elevator Industries Inc. the purchaser shall be responsible for all costs and fees associated with any subsequent inspections.
- 29) Quote is based on our standard Terms and Conditions.
- 30) Hole Clause: Bid is based on having soils conditions free and clear from obstructions and staying open without collapsing. Bid does not include drilling through rock or other foreign matter which delays hole drilling. Bid does not include water intrusion, unstable soil conditions, or other conditions which may hinder drilling or installation of casings. If these conditions are encountered additional costs will apply. We have allowed 3 days for drilling and placement of casing. Additional days will result in extra pricing for added labor and drilling crew.
- 31) Price does not include an allowance for Liquidated Damages. If Liquidated Damages are required please add 10% to the price shown.
- 32) Price is based on running oil lines above ground. If buried piping is required then additional pricing will apply.

Oak Ridge Elementary

Inc 1 - Site work
Start Date - 9/2023
Completion Date: 4/2024

All civil scope within fencing to take place between 9/2023 & 4/2024.

Construction Offices

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Pedestrian Pathway

K-Rail
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Construction Traffic Prohibited

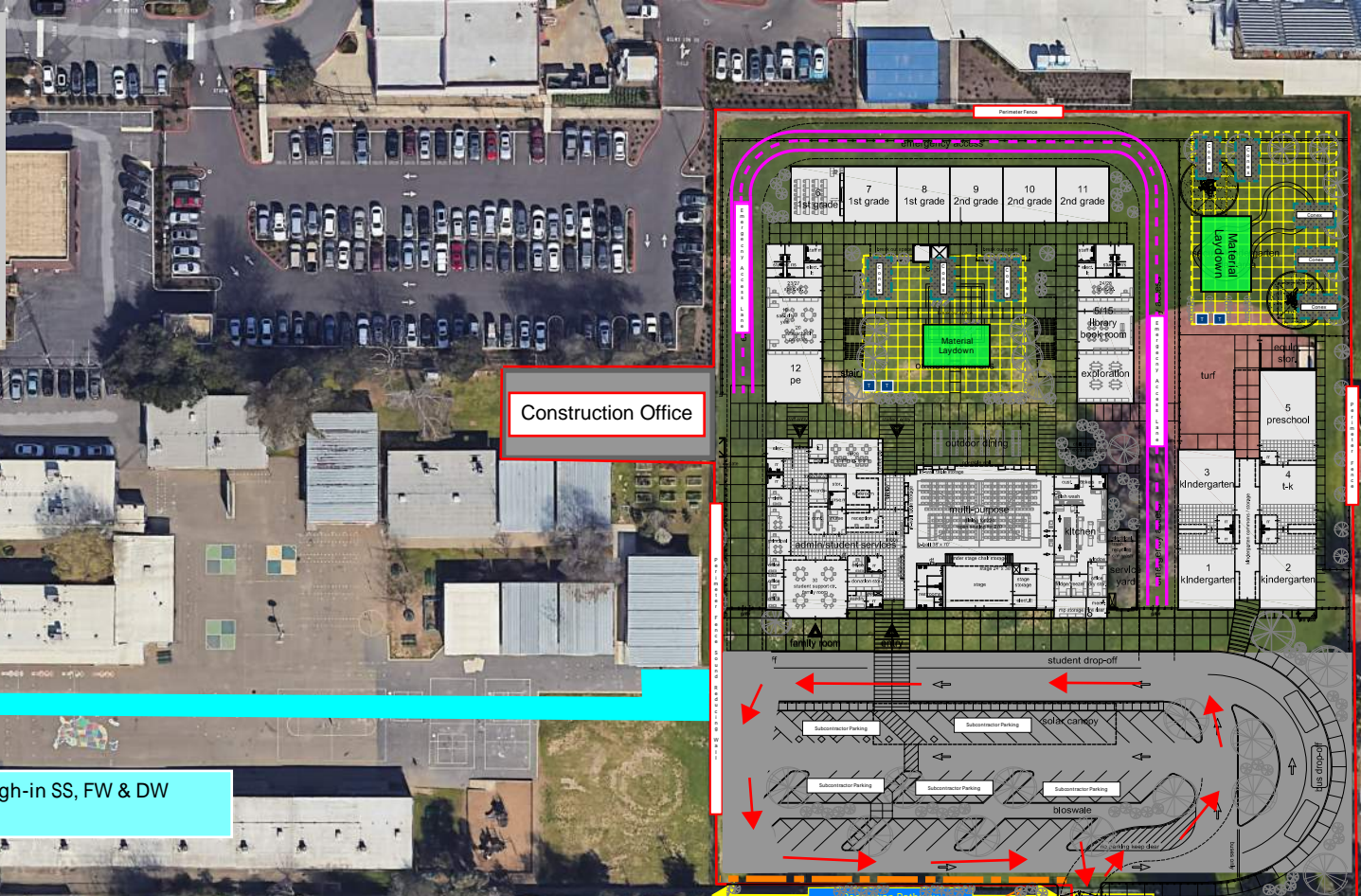
15 MPH
Zone per
City of
Sacramento
Vision Zero
Traffic
Safety Plan.



Oak Ridge Elementary

Inc 2, Phase 1 - New Buildings
Start Date - 5/21/24

Completion Date: 7/30/2025



Construction Office

Summer 2024 - Fence off area and rough-in SS, FW & DW utilities.

K-Rail Pedestrian Protection

During School Year Construction Deliveries will be prohibited during these hours.
8:30am - 9:15am Drop-off
3:00pm - 3:30pm Pick-up

Construction Traffic Prohibited

15 MPH Zone per City of Sacramento Vision Zero Traffic Safety Plan.

Shiloh Arms Day Care

Construction Traffic Prohibited

Reduced Speed Zone



Oak Ridge Elementary

Inc 2, Phase 2 - Demo, Connect MLK Jr. Blvd, Install hard courts & fields.

Start : Mid June 2025

Completion Date : 8/29/25

Inc 2, Phase 2, Hard Courts & Fields

Demo Off-Haul Route

Demo Off-Haul Route

INC 2, Phase 2, Connect MLK Jr. Blvd. to Site

Perimeter Fence

Perimeter Fence

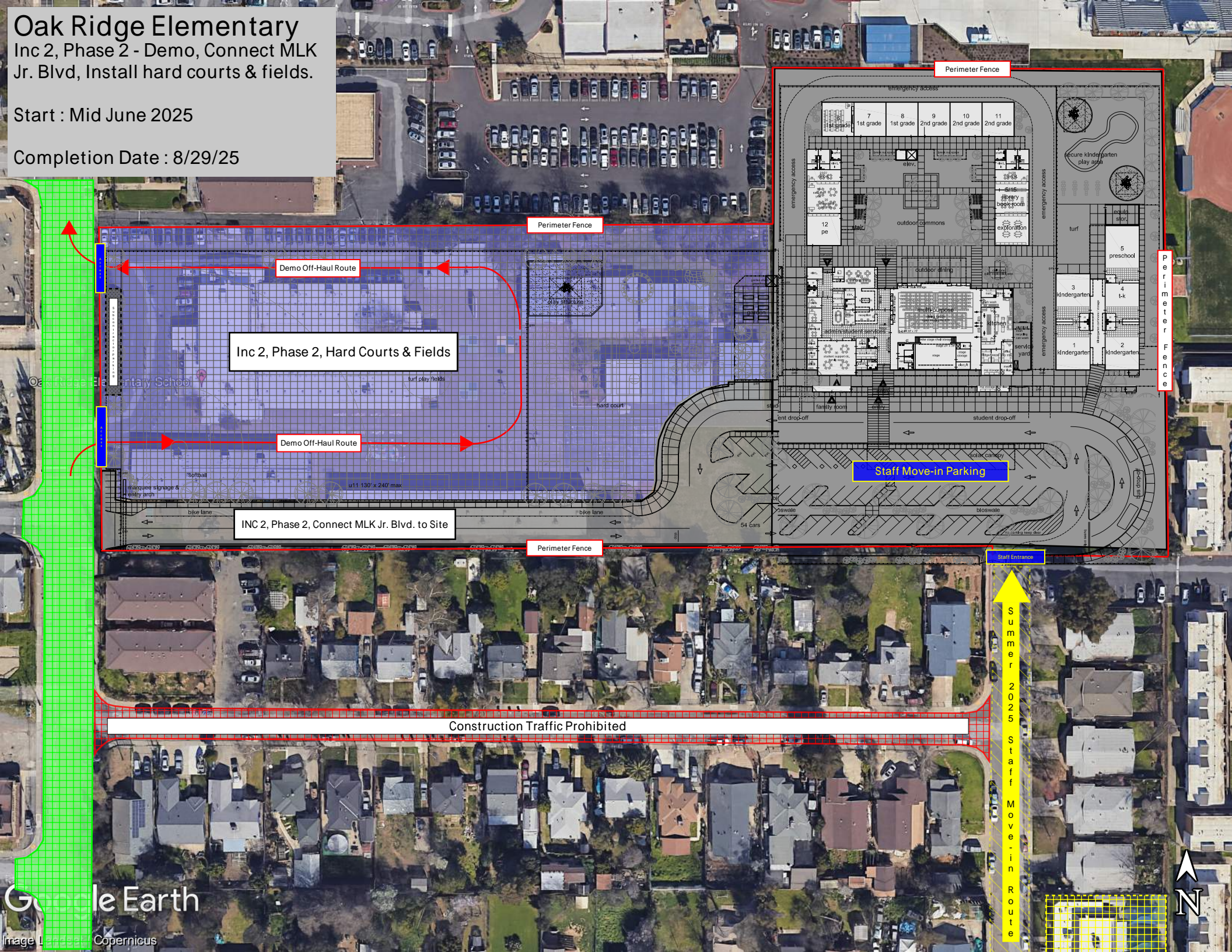
Perimeter Fence

Perimeter Fence

Staff Move-in Parking

Summer 2025 Staff Move-in Route

Construction Traffic Prohibited



**DISABLED VETERAN BUSINESS
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
<input type="checkbox"/> 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
<input type="checkbox"/> 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 form and the certification
<input type="checkbox"/> NOT disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	Complete all of this form and the Certification
<input checked="" type="checkbox"/> 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.

You must complete the following table to show the dollar amount of DVBE participation:

	TOTAL CONTRACT PRICE
A. Prime Bidder, if DVBE (own participation)	\$
DVBE Subcontractor or Supplier	
Subtotal (A & B)	
Non-DVBE	8,465,364
Total Bid	8,465,364

PART II – Contacts. To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
The District, if any			*
OSB, which publishes a list of DVBE's; Internet Address: http://www.dgs.ca.gov/osbcr	(916) 323-5478 (916) 322-5060		*
DVBE Organization (List)		6/13/23	* DBE GoodFaith

*Write "recorded message" in this column, if applicable.

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 ADVERTISEMENT
	TRADE	FOCUS	
See attached			

PART IV – DVBE Solicitations. List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....		
was selected to participate	Check "yes" in the "SELECTED" column	include a copy of their DVBE letter(s) from OSB		
was NOT selected to participate	Check "NO" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column		
did not respond to your solicitation	Check the "NO RESPONSE" column.			
DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
See attached	YES	NO		

A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, Natalie Hayward certify that I am Developer's Chief Estimator and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: 7/31/2023

Name of Developer: John F. Otto, Inc. dba Otto Construction

Signature: 

Print Name: Natalie Hayward

Title: Chief Estimator

END OF DOCUMENT

John F. Otto, Inc dba Otto Construction

1717 Second Street
Sacramento, CA 95811
Tel: (916) 216-4697
Fax: (916) 441-6138

Ad Proofs

Project Name: SCUSD Oak Ridge Elementary School New
Construction - Increment 1

Contract/Bid #: --

Awarding Agency: Sacramento City Unified School District

Focus Journal Ad

Publication: DBE GoodFaith (DBEGoodFaith.com)

Published On: 06/13/2023 @ 09:42:23 AM Pacific

Expired On: 07/07/2023 @ 11:59:59 PM Pacific

Message Notifications Sent To: mdaood@ottoconstruction.com

Published At: https://dbegoodfaith.com/item.php?item_type=ads&ad_adid=57609

John F. Otto, Inc dba Otto Construction

is seeking qualified DVBEs

Project Name

SCUSD Oak Ridge Elementary School New Construction - Increment 1

Bid/Contract

--

Awarding Agency

Sacramento City Unified School District

Project Location

Sacramento, Sacramento County, CA

Bid Date

07/07/2023 at 02:00

Project Details

We are seeking disabled veteran certified quotes for site work, underground utilities, paving, electrical, concrete, demolition, landscape, grading, and striping.

We are an equal opportunity employer. Otto Construction is signatory to the carpenters, laborers, and cement masons. This project has a Project Labor Agreement (PLA) which requires all on site labor to be union. This project also has a Skilled and Trained Workforce compliance requirement.

Contract plans and specifications are available at the link below:

<https://www.ottoplanroom.com#files/share/D98D100AEA>

Get in Touch

Outreach Coordinator

Maram Daood

Project Estimator

Maram Daood

Telephone

(916) 216-4697

Fax

(916) 441-6138

Address

**1717 Second Street
Sacramento, CA 95811**

[Send Message »](#)

Certification & Assistance

California DBE Program

San Francisco LBE Program

San Diego SLBE Program

Bay Area Rapid Transit MBE, WBE (EOPP) Program

Los Angeles County CBE Program

Alameda County SLEB Program

California Supplier Clearinghouse Diversity Program
Program

Oakland LBE/SLBE Program

Los Angeles County SLBE & DVBE Program

California SB-PW Program

California DVBE Program

Free DBE Resources

Procurement, Capital Access, & Surety Bond Assistance

The U.S. Department of Transportation-
supported **Southwest Region SBTRC** helps
DBEs with **Procurement, Capital Access, and
Surety Bond Assistance** - and much more - at
no cost.

[Learn more »](#)

Trade Journal Ad

Publication: DBE Journal (DBEJournal.com)

Published On: 06/13/2023 @ 09:42:23 AM Pacific

Expired On: 07/07/2023 @ 11:59:59 PM Pacific

Published At:

http://dbejournal.com/index.php?show_ad=57609&ad_project_name=SCUSD+Oak+Ridge+Elementary+School+New+Construction+-+Increment+1&co_name=John+F.+Otto%2C+Inc+dba+Otto+Construction

Outreach Coordinator

Maram Daood

Estimator

Maram Daood

Contact Information

1717 Second Street
Sacramento, CA 95811

Telephone

(916) 216-4697

Fax

(916) 441-6138

John F. Otto, Inc dba Otto Construction

is seeking qualified DVBEs

Project Name

SCUSD Oak Ridge Elementary School New Construction - Increment 1

Bid/Contract #

--

Awarding Agency

Sacramento City Unified School District

Project Location

Sacramento, Sacramento County, CA

Bid Date

07/07/2023 at 02:00

Project Details

We are seeking disabled veteran certified quotes for site work, underground utilities, paving, electrical, concrete, demolition, landscape, grading, and striping.

We are an equal opportunity employer. Otto Construction is signatory to the carpenters, laborers, and cement masons. This project has a Project Labor Agreement (PLA) which requires all on site labor to be union. This project also has a Skilled and Trained Workforce compliance requirement.

Contract plans and specifications are available at the link below:

<https://www.ottoplanroom.com#files/share/D98D100AEA>

Tweet

Published On: 06/13/2023 @ 09:45:53 AM Pacific

Published At: <https://twitter.com/dbegoodfaith/status/1668660977053716480>

PLEASE NOTE - The image below is a representation of what your tweet may look like. The appearance of your tweet can vary depending on a variety of factors, including the type of device the tweet is displayed on and Twitter's internal settings. For a real-time copy of your tweet, please use the link provided above to view on Twitter.com & print the screen from your browser. You do not need a Twitter account to view or print this tweet.



DBEGoodFaith.com
@dbegoodfaith

[Follow](#)

John F. Otto, Inc dba Otto Construction is seeking DVBEs in ...
dbegoodfaith.com/item.php?item_...

09:45 AM - Jun 13, 2023

EXHIBIT C – AMENDMENT No. 1 “ATTACHMENT 1”

**GUARANTEED MAXIMUM PRICE AND
OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS**

1. Site Lease Payments

As indicated in the Site Lease, Developer shall pay One Dollar (\$1.00) to the District as consideration for the Site Lease.

2. Guaranteed Maximum Price

Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for an amount to be determined after preconstruction services are completed (“Guaranteed Maximum Price”). The Guaranteed Maximum Price shall include the preconstruction fees and costs.

2.1 Cost of the Work

The term Cost of the Work shall mean the costs necessarily incurred in the proper performance of the Work contemplated by the Contract Documents. Such costs shall be at rates no higher than the standard paid at the place of the Project except with the prior consent of the District. The Cost of the Work shall include only the items set forth in this Section 2 and approved by the District.

2.1.1 General Conditions

The General Conditions as set forth in **Attachment 1** hereto shall be included in a progress billing as incurred. Said rates shall include all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by Developer for insurance, permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, incentives to the extent contemplated in **Attachment 1**, whether required by law or collective bargaining agreements or otherwise paid or provided by Developer to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the District shall be entitled to a reduction in the cost of General Conditions based on the rates set forth in **Attachment 1**.

2.1.2 Subcontract Costs

Payments made by the Developer to Subcontractors (inclusive of the Subcontractor’s bonding, if required, and insurance costs, which shall be included in the subcontract amount), which payments shall be made in accordance with the requirements of the Contract Documents.

2.1.3 Developer-Performed Work

Costs incurred by Developer for self-performed work at the direction of District or with the District's prior approval, as follows:

2.1.3.1 Actual costs to Developer of wages of construction workers, excluding all salaried and/or administrative personnel, directly employed by Developer to perform the construction of the Work at the site.

2.1.3.2 Wages or salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs, and pension plans of Developer's field supervisory, safety and administrative personnel when stationed at the site or stationed at Developer's principal office, only for that portion of their time required for the Work.

2.1.3.3 Wages and salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs and pension plans of Developer's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

2.1.3.4 Costs paid or incurred by Developer for taxes, insurance, contributions, assessments required by law or collective bargaining agreements and for personnel not covered by such agreements, and for customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 2.1.3.1 through 2.1.3.3.

2.1.3.5 Costs, including transportation and storage, of materials and equipment incorporated in the completed construction, including costs of materials in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the District's property at the completion of the Work or, at the District's option, shall be sold by Developer. Any amounts realized from such sales shall be credited to the District as a deduction from the Cost of the Work.

2.1.3.6 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, machinery and equipment not customarily owned by construction workers, that are provided by Developer at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Developer. Cost for items previously used by Developer shall mean fair market value.

2.1.3.7 Rental charges for temporary facilities, machinery, equipment, vehicles and vehicle expenses, and hand tools not customarily owned by construction workers that are provided by Developer at the site, whether rented from Developer or others, and the costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof and costs of Developer’s Project field office, overhead and general expenses including office supplies, parking, office equipment, and software. Rates and quantities of equipment rented shall be subject to the District’s prior approval.

2.1.3.8 Costs of removal of debris from the site, daily clean-up costs and dumpster charges not otherwise included in the cost of the subcontracts which exceeds the clean-up provided under the General Conditions.

2.1.3.9 This section intentionally blank.

2.1.3.10 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the District.

2.1.4 Allowances

Because it is impossible at the time of execution of the Facilities Lease to determine the exact cost of performing certain tasks, the Cost of the Work shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Amount
N/A	

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Developer’s overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Guaranteed Maximum Price, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive (“AED”). The Allowances are included in the Guaranteed Maximum Price. Any unused Allowance or unused portion thereof shall be deducted from the Cost of the Work pursuant to **Exhibit D** to this Facilities Lease to the benefit of the District.

2.1.5 Miscellaneous Costs

2.1.5.1 Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone call

charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Developer shall consult with District to determine whether District has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.

2.1.5.2 Sales, use, gross receipts, local business and similar taxes imposed by a governmental authority that are related to the Work.

2.1.5.3 Fees and assessments for permits, plan checks, licenses and inspections for which Developer is required by the Contract Documents to pay including, but not limited to, permanent utility connection charges, street use permit, street use rental, OSHA permit and sidewalk use permit and fees.

2.1.5.4 Fees of laboratories for tests required by the Contract Documents.

2.1.5.5 Deposits lost for causes other than Developer's or its subcontractors' negligence or failure to fulfill a specific responsibility to the District as set forth in the Contract Documents.

2.1.5.6 Expenses incurred in accordance with Developer's standard personnel policy for relocation and temporary living allowances of personnel required for the Work if approved in advance by District.

2.1.5.7 Where requested by District, costs or expenses incurred by Developer in performing design services for the design-build systems.

2.1.5.8 Other costs incurred in the performance of the Work if, and to the extent, approved in advance by District.

2.1.5.9 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and/or property.

2.1.5.10 Provided all other eligible costs have been deducted from the contingency and as part of the calculation of amounts due Developer for Final Payment, costs of repairing and correcting damaged or non-conforming Work executed by Developer, Subcontractors or suppliers, providing that such damage or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of Developer and only to the extent that the cost of repair or correction is not recovered by Developer from insurance, sureties, Subcontractors or suppliers.

2.1.6 Excluded Costs

The following items are considered general overhead items and shall not be billed to the District:

2.1.6.1 Salaries and other compensation of Developer's personnel stationed at Developer's principal office or offices other than the Project Field Office, except as specifically provided in Subparagraphs 2.1.3.2. and 2.1.3.4.

2.1.6.2 Expenses of Developer's principal office and offices other than the Project Field Office.

2.1.6.3 Overhead and general expenses, except as may be expressly included in this Section 2.

2.1.6.4 Developer's capital expenses, including interest on Developer's capital employed for the Work.

2.1.6.5 Costs that would cause the Guaranteed Maximum Price (as adjusted by Change Order) to be exceeded.

2.1.7 Developer's Fee

Four-point two percent (4.2%) of the Cost of the Work as described in Sections 2.1.1, 2.1.2, 2.1.3, 2.1.4 and 2.1.5.

2.1.8 Bonds and Insurance

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which is a **lump sum amount of \$420,000 for insurance** and **Point ninety-five percent (.95%) of the Cost of the Work for payment and performance bonds**.

2.1.9 Owner Contingency and Developer Contingency

2.1.9.1 The Guaranteed Maximum Price includes Owner and Developer Contingencies of **Three percent (3%)** for the Owner Contingency and **Three percent (3%)** of the Developer Contingency of the Cost of the Work as described in Section 2.1.1, 2.1.2, and 2.1.3. Intended Uses of Owner Contingency and Developer Contingency:

Owner Contingency is to be used for unforeseen conditions, Owner-requested scope adds, and Owner-directed schedule acceleration. The Owner is responsible for costs that exceed the Owner Contingency. Developer Contingency is to be used for scope gaps. The Developer is responsible for costs that exceed the Developer Contingency. The Owner is responsible for costs that exceed the total Allowance amount.

2.1.9.2 Developer Contingency is not intended for such things as scope changes.

2.1.9.3 The Contingencies shall not be used without the agreement of the District.

2.1.9.4 The unused portion of the Contingency shall be considered as cost savings and retained by the District at the end of the Project.

2.2 The Guaranteed Maximum Price will consist of the amounts to be identified in **Attachment 2** to this **Exhibit C**. Except as indicated herein for modifications to the Project approved by the District, Developer will not seek additional compensation from District in excess of Guaranteed Maximum Price. District shall pay the Guaranteed Maximum Price to Developer in the form of Tenant Improvement Payments and Lease Payments as indicated herein.

2.3 Total Payment

In no event shall the cumulative total of the Tenant Improvement Payments and the Loan Amount for the Lease Payments ever exceed the Guaranteed Maximum Price to be defined, as may be modified pursuant to **Exhibit D** to the Facilities Lease.

2.4 Changes to Guaranteed Maximum Price

2.4.1 The Parties acknowledge that the Guaranteed Maximum Price is based on the Construction Documents, including the plans and specifications, as identified in **Exhibit D** to the Facilities Lease.

2.4.2 As indicated in the Facilities Lease, the Parties may add to or remove from the project specific scopes of work. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Maximum Price. If a cost impact of a change is agreed to by the Parties, it shall be paid upon the payment request from Developer for the work that is the subject of the change in accordance with the provisions of **Exhibit D**. The amount of any change to the Guaranteed Maximum Price shall be calculated in accordance with the provisions of **Exhibit D** to this Facilities Lease.

2.4.3 The Parties agree to reduce the Guaranteed Maximum Price for the unused portion of Allowances and/or Contingency, if any.

2.4.4 Cost Savings

Developer shall work cooperatively with Architect, Construction Manager, subcontractors and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Price shall be identified by Developer, and approved in writing by the District. In the event Developer realizes a savings on any aspect of the Project, such savings shall be added to the Owner's Contingency and expended consistent with the Owner's Contingency. In addition, any portion of Allowance remaining after completion of the Project shall be added to the Owner's Contingency. If any cost savings require

revisions to the Construction Documents, Developer shall work with the District and Architect with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. Developer shall be entitled to an adjustment of Contract Time for delay in completion caused by any cost savings adopted by District pursuant to **Exhibit D**, if requested in writing before the approval of the cost savings.

2.4.5 If the District exercises its Purchase Option pursuant to this **Exhibit C**, any reduction in the Guaranteed Maximum Price resulting from that exercise of the Purchase Option, if any, shall be retained in full by the District and shall not be shared with Developer.

3. Tenant Improvement Payments

~~Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including **Exhibit C** and **Exhibit D**, less the Loan Amount for the Lease Payments ("Tenant Improvement Payments"). The District shall withhold a amount equal to the Loan Amount as indicated in **Attachment 3 to Exhibit C** from the Developer for its Work on the Project. In other words, no further Tenant Improvement Payment will be made to Developer once the amount equal to Guaranteed Maximum Price minus the Loan Amount has been paid. Otherwise, the Tenant Improvement Payments will be processed based on the amount of Work performed according to Developer's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease, including withholding for or escrow of retention of five percent (5%) of the Guaranteed Maximum Price. The withholding for the Loan Amount shall be separate from and in addition to withholding for or escrow of retention. Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including Exhibit C and Exhibit D, less the Loan Amount for the Lease Payments ("Tenant Improvement Payments"). The District shall withhold an amount equal to the Loan Amount as indicated in Attachment 3 to Exhibit C from the Developer for its Work on the Project. In other words, no further Tenant Improvement Payment will be made to Developer once the amount equal to Guaranteed Maximum Price minus the Loan Amount has been paid. Otherwise, the Tenant Improvement Payments will be processed based on the amount of Work performed according to Developer's Schedule of Values (Exhibit G to the Facilities Lease) and pursuant to the provisions in Exhibit D to the Facilities Lease, including withholding for or escrow of retention/lease payment of five percent (5%) of the Guaranteed Maximum Price. The withholding for the Loan Amount shall be separate from and in addition to withholding for or escrow of retention.~~

4. Lease Payments

Upon execution of the Memorandum of Commencement Date, the form of which is attached to the Facilities Lease as **Exhibit E**, the District shall commence making lease payments to Developer in accordance with the Schedule attached hereto as **Attachment 2**.

4.1 The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in monthly installments as indicated in the Schedule of Lease Payments attached hereto as **Attachment 3** for the duration of the lease term of one (1) year, with the first Lease

Payment due ninety (90) days after execution of the Memorandum of Commencement Date.

4.2 The District represents that the annual Lease Payment obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

4.3 Fair Rental Value

District and Developer have agreed and determined that the total Lease Payments constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

4.4 Each Lease Payment Constitutes a Current Expense of the District

4.4.1 The District and Developer understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

4.4.2 Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

4.4.3 The District covenants to take all necessary actions to include the Lease Payments in each of its final approved annual budgets.

4.4.4 The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments that come due and payable during the period covered by each such budget. Developer acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

4.4.5 Developer cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

5. District's Purchase Option

5.1 If the District is not then in uncured Default hereunder, the District shall have the option to purchase not less than all of the Project in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease by paying the balance of the "Loan Amount" identified in **Attachment 3**, which is exclusive of interest that would have otherwise been owed, as of the date the option is exercised ("Option Price"). Said payment shall be made on or before the date on which the District's lease payment would otherwise be due for that month ("Option Date").

5.2 District shall provide to Developer a written notice no less than ten (10) days prior to the Option Date. The notice will include that District is exercising its option to purchase the Project as set forth above on the Option Date. If the District exercises this option, the District shall pay directly to Developer the Option Price on or prior to the Option Date and Developer shall at that time deliver to District an executed Termination Agreement and Quitclaim Deed in recordable form to terminate this Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

5.3 Under no circumstances can the first Option Date be on or before ninety (90) days after Developer completes the Project and the District accepts the Project.

[REMAINDER OF PAGE INTENTIONALLY BLANK; ATTACHMENTS TO FOLLOW]

ATTACHMENT 1

GENERAL CONDITIONS COSTS

~~To be provided by Developer and attached Via GMP Addendum.~~

Appendix C-3 - Allowable General Conditions Costs
Construction Phase Scope Detail
Oak Ridge New Construction & Modernization RFQ/P #0262-461

Project (On Site Jobsite Staff)		Direct Cost of the Work	LLB General Conditions	LLB Overhead and Profit	Paid by District	Total
1	Operations Manager		X			#REF!
	Sr. Project Manager		X			included
2	Project Manager		X			included
3	Project Superintendent		X			included
4	Project Engineer		X			included
5	Home Office Engineer		X			included
6	Scheduling Engineer (PE Intern)		X			included
7	Field Engineer		X			
8	Draftsman/Detailer		X			
9	Record Drawings		X			
10	Field Accountant		X			
11	Time Keeper/Checker		X			
12	Secretarial/Clerk Typist		X			
13	Independent Surveyor	X				
14	Safety & E.E.O. officer		X			included
15	Runner/Water Boy		X			
16	Vacation Time/Job Site Staff		X			
17	Sick Leave/Job Site Staff		X			
18	Bonuses/Job Site Staff			X		
19	Quality Control Program		X			included
20	Qualified SWPPP Practitioner (QSP)	X				
21	SWPPP Creation, Approval, Notifications	X				
						#REF!

Temporary Utilities		Direct Cost of the Work	LLB General Conditions	LLB Overhead and Profit	Paid by District	Total
1	Telephone Installation		X			included
2	Telephone Monthly Charges		X			included
3	Elect Power Installation	X				

4	Elect Power Distribution - Wiring/Spider boxes/Lighting for construction	X				
5	Elect Power Monthly Charges				X	
6	Water Service for construction	X				
7	Heating & Cooling Costs for construction	X				
8	Light Bulbs & Misc. Supplies	X				
9	Clean-Up-Periodical	X				
10	Clean-Up-Final	X				
11	Dump Permits and Fees	X				
12	Recycling/Trash Dumpster Removal/Hauling	X				
13	Flagger/Traffic Control	X				
14	Dust Control	X				
15	Temporary Road and Maintenance if required	X				
16	Trash Chute & Hopper (if applicable)	X				
						-

Direct Job Costs		Direct Cost of the Work	LLB General Conditions	LLB Overhead and Profit	Paid by District	Total
1	Wages of Construction Labor	X				
2	Labor/Fringe Benefits & Burden	X				
3	Subcontractor Costs	X				
4	Material & Equipment/Included		X			
	a. Contractor Owned Equip, trucks		X			included
	b. Small Tools - Purchase		X			included
	c. Small Tools - Rental		X			
	Forklift		X			included
	Scissor Lift		X			included
5	Warranty Work & Coordination			X		
						-

Temporary Facilities		Direct Cost of the Work	LLB General Conditions	LLB Overhead and Profit	Paid by District	Total
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1	Office Trailer including separate 12' x 10' offices or equivalent usable square footage and open work space for IOR, CM and SM Project Engineer (offices an open workspace must include lockable doors, furniture (2 desks ea., 3 chairs ea., 1 file cabinet ea., etc.) and hardline business grade internet connection (hardline internet can be shared with GC).	X				
2	Storage Trailer & Tool Shed Rental	X				
3	Office Furniture/Equip/computers	X				
4	Xerox Copies/Misc Printing	X				
	Copier	X				
	Computers	X				
	Internet	X				
5	Postage/UPS/FedEx	X				
6	Project Photographs	X				
7	Temporary Toilets	X				
8	Project Sign	X				
9	Temporary Fencing with privacy fabric/Enclosures	X				
10	Covered Walkways if required	X				
11	Barricades	X				
12	Temporary Stairs	X				
13	Opening Protection	X				
14	Safety Railing & Nets	X				
15	Drinking Water/Cooler/Cup		X			included
16	Safety /First Aid Supplies		X			included
17	Fire Fighting Equipment		X			included
18	Security Guards	X				
19	Watchman Service	X				
20	Phone/fax lines, cell phones, WiFi		X			included
21	Temporary "Swing space" portables to house teachers and students as required for phasing				X	
22	Utility connections and civil work needed for temporary "swing space" portables as required for phasing	X				

Miscellaneous Project Costs		Direct Cost of the Work	LLB General Conditions	LLB Overhead and Profit	Paid by District	Total
1	Payment & Performance Bonds	X				
2	Developer-provided insurance					
3	Printing - Drawings & Specs	X				
4	Initial Soil Investigation				X	
5	Testing and Inspection				X	
6	Maintenance After Occupancy				X	
7	Facility Operator/Training	X				
8	Fees				X	
						-

Hoisting		Direct Cost of the Work	LLB General Conditions	LLB Overhead and Profit	Paid by District	Total
1	Hoist & Tower Rental	X				
2	Hoist Landing & Fronts	X				
3	Hoist Operator	X				
4	Hoist Safety Inspection	X				
5	Hoist Material Skips/Hoppers	X				
6	Erect & Dismantle Hoists	X				
7	Crane Rental	X				
8	Crane Operators	X				
9	Crane Safety Inspections	X				
10	Erect & Dismantle Crane	X				
11	Fuel, Repairs, Maintenance	X				
12	Crane Raising/Jumping Costs	X				
13	Safety Inspections	X				
14	Forklift Rental	X				
15	Forklift Operator	X				
16	Forklift Safety Inspections	X				
17	Fuel, Repairs, Maintenance	X				

Contractor's Main Office Staff		Direct Cost of the Work	LLB General Conditions	LLB Overhead and Profit	Paid by District	Total
1	Corporate Executives			X		
2	Principal in Charge			X		
3	Estimating Cost Engineering			X		
4	Value Engineering			X		
5	Scheduling			X		
6	Drafting and Detailing			X		
7	Purchasing & Contracts			X		
8	Accounting & Bookkeeping			X		
9	Safety & E.E.O. Officer			X		
10	Secretarial			X		
11	Clerk/Typist			X		
12	Computer/Data Processing			X		
13	Legal (General Services/Pertaining to Project)			X		
14	Travel & Subsistence			X		
15	Fringe Benefits & Burden			X		
16	Vacation Time/Main Office			X		
17	Bonuses/Main Office			X		
18	Total Direct Cost of Work General Requirements		\$			1,919,840

Cost per month: 73,840
Amendment 1 Value: 590,720

ATTACHMENT 2 GUARANTEED MAXIMUM PRICE

~~To be provided by Developer and attached Via GMP Addendum.~~



August 21, 2023

Chris Ralston
Sacramento City Unified School District
425 1st Avenue
Sacramento, CA 95818

**RE: SCUSD Oak Ridge Elementary School New Campus – Amendment 1
GMP Cover Letter**

Chris:

We are pleased to present our Guaranteed Maximum Price (GMP) of **\$8,465,364** for Amendment 1 of the SCUSD Oak Ridge Elementary School New Campus project.

The GMP is based upon the work shown on the 100% CD DSA Approved Increment 1 plans and specifications dated May 26, 2023, Otto Construction Bid Addendum 1 dated June 16, 2023, and Otto Construction Bid Addendum 2 dated June 30, 2023. The proposed schedule for the Amendment 1 portion of work is 9/5/2023 through 3/24/2024.

The GMP consists of the following:

A. Direct Cost of Work, including General Requirements.....	6,626,083
B. General Conditions (\$73,840/mo).....	590,720
C. Fee (4.20%).....	278,295
D. Construction Contingency (3%).....	198,782
E. Owner Contingency (3%).....	198,782
F. Bonds (0.95%).....	74,980
G. Insurance.....	420,000
H. Preconstruction per RFP.....	72,120
I. Modular Elevator Preconstruction.....	5,600
Total GMP.....	\$8,465,364

GMP Clarification:

This Amendment 1 GMP includes only the following scopes of work; site work as shown in Increment 1 project documents, site concrete and rebar as shown in Increment 1 project documents, modular elevator preconstruction, and surveying as shown in Increment 1 portion of work. All other scope of work is to be included in future GMP amendments.

The above GMP does not include all remaining scope of work not specified above.

Remaining Scope Budget.....47,037,139

Sincerely,
OTTO CONSTRUCTION

By: 
Natalie Hayward, Chief Estimator

1717 Second Street
Sacramento CA 95811
TEL 916.441.6870
FAX 916.441.6138

www.ottoconstruction.com
CA Lic #178809
DIR #1000005395

ATTACHMENT 3
SCHEDULE OF LEASE PAYMENTS

Amortization Schedule

Oak Ridge ES New Construction
Otto Construction
Exhibit C - ATTACHMENT 3

Total Contract	\$55,000,000
Annual Interest Rate	0.75%
Years	1
Payments Per Year	12
Loan Amount	\$1,375,000

Payment #	Monthly Payment	Principal Payment	Interest Payment	Balance
1	\$115,049	\$114,190	\$859	\$1,260,810
2	\$115,049	\$114,261	\$788	\$1,146,549
3	\$115,049	\$114,333	\$717	\$1,032,216
4	\$115,049	\$114,404	\$645	\$917,812
5	\$115,049	\$114,476	\$574	\$803,336
6	\$115,049	\$114,547	\$502	\$688,789
7	\$115,049	\$114,619	\$430	\$574,170
8	\$115,049	\$114,691	\$359	\$459,479
9	\$115,049	\$114,762	\$287	\$344,717
10	\$115,049	\$114,834	\$215	\$229,883
11	\$115,049	\$114,906	\$144	\$114,978
12	\$115,049	\$114,978	\$72	\$0
	\$1,380,592	\$1,375,000	\$5,592	



PROJECT Oak Ridge Elementary School - New Construction
 CONTRACTOR JOHN F. OTTO, INC. dba OTTO CONSTRUCTION

PROJECT NO. 23-1229-00
 PO NO. _____
 DATE Baseline REV 2

SCHEDULE OF VALUES

A	B			C	D	E	F		G	H
ITEM NO.	DESCRIPTION OF WORK	ORIGINAL AWARD	APPROVED CHANGES	REVISED CONTRACT: SCHEDULE OF VALUES	-----WORK COMPLETED----- FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	TOTAL COMPLETED TO DATE (D+E)	% COMPLETE (F/C)	BALANCE TO FINISH (C-F)	RETENTION (5%*F)
1	Construction									
2	Construction Increment 1									
3	General Conditions	\$ 590,720.00		\$ 590,720.00		\$ -	-	0%	\$ 590,720.00	-
4	General Requirements	362,137.00		362,137.00		-	-	0%	362,137.00	-
5	Field Engineering (Surveying)	39,330.00		39,330.00		-	-	0%	39,330.00	-
6	Site Demo	646,318.00		646,318.00		-	-	0%	646,318.00	-
7	Earthwork - Submittals	1,500.00		1,500.00		-	-	0%	1,500.00	-
8	Earthwork - Mobilization	26,000.00		26,000.00		-	-	0%	26,000.00	-
9	Earthwork - Layout	15,000.00		15,000.00		-	-	0%	15,000.00	-
10	Earthwork - Materials & Installation	1,568,549.41		1,568,549.41		-	-	0%	1,568,549.41	-
11	Asphalt Paving - Submittals	2,502.01		2,502.01		-	-	0%	2,502.01	-
12	Asphalt Paving - Mobilization	7,600.00		7,600.00		-	-	0%	7,600.00	-
13	Asphalt Paving - Layout	15,000.00		15,000.00		-	-	0%	15,000.00	-
14	Asphalt Paving - Materials & Installation	467,303.89		467,303.89		-	-	0%	467,303.89	-
15	Asphalt Paving - Finishes	21,240.00		21,240.00		-	-	0%	21,240.00	-
16	Site Utilities - Submittals	2,500.00		2,500.00		-	-	0%	2,500.00	-
17	Site Utilities - Mobilization	17,000.00		17,000.00		-	-	0%	17,000.00	-
18	Site Utilities - Layout	15,000.00		15,000.00		-	-	0%	15,000.00	-
19	Site Utilities - Materials & Installation	975,466.72		975,466.72		-	-	0%	975,466.72	-
20	Site Utilities - Testing	33,000.00		33,000.00		-	-	0%	33,000.00	-
21	Site Drainage - Submittals	2,500.00		2,500.00		-	-	0%	2,500.00	-
22	Site Drainage - Mobilization	14,000.00		14,000.00		-	-	0%	14,000.00	-
23	Site Drainage - Layout	15,000.00		15,000.00		-	-	0%	15,000.00	-
24	Site Drainage - Materials & Installation	1,131,526.58		1,131,526.58		-	-	0%	1,131,526.58	-
25	Site Drainage - Testing	20,000.00		20,000.00		-	-	0%	20,000.00	-
26	Joint Sealers - Concrete Submittals	1,455.00		1,455.00		-	-	0%	1,455.00	-
27	Joint Sealers - Concrete Mobilization	4,500.00		4,500.00		-	-	0%	4,500.00	-
28	Joint Sealers - Concrete Layout	1,455.00		1,455.00		-	-	0%	1,455.00	-
29	Joint Sealers - Concrete Materials & Installation	24,765.00		24,765.00		-	-	0%	24,765.00	-
30	CMU Wall & Gate Footings - Submittals	3,900.00		3,900.00		-	-	0%	3,900.00	-
31	CMU Wall & Gate Footings - Mobilization	9,530.00		9,530.00		-	-	0%	9,530.00	-
32	CMU Wall & Gate Footings - Layout	10,580.00		10,580.00		-	-	0%	10,580.00	-
33	CMU Wall & Gate Footings - Materials & Installation	176,272.85		176,272.85		-	-	0%	176,272.85	-
34	Concrete - Submittals	5,500.00		5,500.00		-	-	0%	5,500.00	-
35	Concrete - Mobilization	13,500.00		13,500.00		-	-	0%	13,500.00	-
36	Concrete - Layout	15,000.00		15,000.00		-	-	0%	15,000.00	-
37	Concrete - Materials & Installation	709,524.22		709,524.22		-	-	0%	709,524.22	-
38	Fee	278,295.00		278,295.00		-	-	0%	278,295.00	-
39	Bonds	74,980.00		74,980.00		-	-	0%	74,980.00	-
40	Insurance	420,000.00		420,000.00		-	-	0%	420,000.00	-
41	Close-out Documentation	83,876.44		83,876.44		-	-	0%	83,876.44	-
42	Owner and Maintenance Manuals	83,876.44		83,876.44		-	-	0%	83,876.44	-
43	Punchlist and District Acceptance	83,876.44		83,876.44		-	-	0%	83,876.44	-
44	Construction Contingency	198,782.00		198,782.00		-	-	0%	198,782.00	-
45	Owner Contingency	198,782.00		198,782.00		-	-	0%	198,782.00	-
46	Construction Increment 2									
	SUBTOTAL	\$ 8,387,644.00	\$ -	\$ 8,387,644.00	\$ -	\$ -	\$ -	0%	\$ 8,387,644.00	\$ -
										\$ -
	TOTAL THIS APPLICATION	\$ 8,387,644.00	\$ -	\$ 8,387,644.00	\$ -	\$ -	\$ -	0%	\$ 8,387,644.00	\$ -

August 2023 | Mitigation Monitoring and Reporting Program
State Clearinghouse No. 2023060577

OAK RIDGE ELEMENTARY SCHOOL REBUILD PROJECT

Sacramento City Unified School District

Prepared for:

Sacramento City Unified School District
Contact: Nathaniel Browning, Facilities Director
Facilities Support Services
425 1st Avenue
Sacramento, California 95818
916.257.9640

Prepared by:

PlaceWorks
Contact: Dwayne Mears, Principal
3 MacArthur Place, Suite 1100
Santa Ana, California 92707
714.966.9220
info@placeworks.com
www.placeworks.com



MITIGATION MONITORING AND REPORTING PROGRAM

Oak Ridge Elementary School Rebuild Project

CEQA ACTION. Mitigated Negative Declaration (MND)

PROJECT LOCATION: The 7.77-acre site encompasses the Oak Ridge Elementary School property at 4501 Martin Luther King Jr. Boulevard in the City of Sacramento. The Assessor's Parcel Number (APN) for Oak Ridge Elementary School is 020-0220-004.

PROJECT DESCRIPTION: The Sacramento City Unified School District (District) plans fully redesign and reconstruct Oak Ridge Elementary School on its existing site. The capacity of the proposed new school would be 650 students and access to the site would be via Martin Luther King Jr. Boulevard on the southwest corner of the site and a second access point on Mendocino Boulevard would allow access for emergency vehicles and pedestrians.

The District seeks to submit plans to California Division of the State Architect (DSA) in February, 2023 for the demolition and site work portions of the project and October, 2023 for the buildings/final site development work. Construction is estimated to start in approximately September 2023 and construction activities would end in approximately September 2025.

Terms and Definitions

- 1. Property Owner:** Sacramento City Unified School District
- 2. Timing:** This is the point where a mitigation measure must be monitored for compliance. When multiple action items are indicated, it is the first point where compliance associated with the mitigation measure must be monitored.
- 3. Responsibility for Monitoring:** Shall mean that compliance with the mitigation measures shall be reviewed and determined adequate by all parties listed in the table for each mitigation measure. Outside public agency review is limited to those public agencies specified in the Mitigation Monitoring and Reporting Program which have permit authority in conjunction with the mitigation measure.
- 4. Ongoing Mitigation Measures:** The mitigation measures that are designated to occur on an "ongoing basis" as part of this Mitigation Monitoring and Reporting Program will be monitored in the form of an annual letter from the District or contractor in January of each year demonstrating how compliance with the measures has been achieved. When compliance with a measure has been demonstrated for a period of one year, monitoring of the measure will be deemed to be satisfied and no further monitoring will occur. For measures that are to be monitored "Ongoing During Construction," the annual letter will review those measures only while construction is occurring; monitoring will be discontinued after construction is complete. A final letter will be provided at the close of construction.

Table 1. Mitigation Monitoring and Reporting Program

Mitigation Measures	Responsibility for Implementation	Implementation Phase	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
AIR QUALITY				
<p>AQ-1 The project shall implement the following Basic Construction Best Management Practices recommended by the Sacramento Metropolitan Air Quality Management District (SMAQMD). Grading plans for the project shall clearly list these requirements:</p> <ul style="list-style-type: none"> • Water all exposed surfaces two times daily. Exposed surfaces include, but are not limited to soil piles, graded areas, unpaved parking areas, staging areas, and access roads. • Cover or maintain at least two feet of free board space on haul trucks transporting soil, sand, or other loose material on the site. Any haul trucks that would be traveling along freeways or major roadways should be covered. • Use wet power vacuum street sweepers to remove any visible trackout mud or dirt onto adjacent public roads at least once a day. Use of dry power sweeping is prohibited. • Limit vehicle speeds on unpaved roads to 15 miles per hour (mph). • All roadways, driveways, sidewalks, parking lots to be paved should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used. • Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes [California Code of Regulations, Title 13, sections 2449(d)(3) and 2485]. Provide clear signage that posts this requirement for workers at the entrances to the site. • Provide current certificate(s) of compliance for CARB's In-Use Off-Road Diesel-Fueled Fleets Regulation [California Code of Regulations, Title 13, sections 2449 and 2449.1]. • Maintain all construction equipment in proper working condition according to manufacturer's specifications. The equipment must be checked by a certified mechanic and determined to be running in proper condition before it is operated. 	Sacramento City Unified School District	During Construction Activities	District Staff, Construction Contractor	
<p>AQ-2 Construction contractors shall, at minimum, use equipment that meet the United States Environmental Protection Agency's (EPA) Tier 4 Interim emissions standards for off-road diesel-powered construction equipment of 50 horsepower, unless it can be demonstrated to the Sacramento Unified School District that such equipment is not commercially available. For purposes of this mitigation measure, "commercially available" shall mean the availability of Tier 4 Interim engines similar to the availability for other large-scale construction projects in the city occurring at the same time and taking into consideration factors such as (i) potential significant delays to critical-path timing of construction and (ii) geographic proximity to the project site of Tier 4 Interim equipment. Where such</p>	Sacramento City Unified School District	During Construction Activities	District Staff, Construction Contractor	

Table 1. Mitigation Monitoring and Reporting Program

Mitigation Measures	Responsibility for Implementation	Implementation Phase	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
<p>equipment is not commercially available, as demonstrated by the construction contractor, Tier 3 equipment retrofitted with a California Air Resources Board's Level 3 Verified Diesel Emissions Control Strategy (VDECS) shall be used. This requirement shall apply to all activities (e.g., foundation, pile driving, vertical construction) related to construction of the proposed project.</p> <p>In addition, the following shall also be completed:</p> <ul style="list-style-type: none"> • Prior to construction, the project engineer shall ensure that all construction (e.g., grading and building) plans clearly show the requirement for EPA Tier 4 Interim emissions standards for construction equipment of 50 horsepower or more. • The construction equipment list shall state the makes, models, Equipment Identification Numbers, Engine Family Numbers, and number of construction equipment on-site. Equipment shall be properly serviced and maintained in accordance with the manufacturer's recommendations. • To the extent that equipment is available and cost-effective, contractors shall use electric, hybrid, or alternate-fueled off-road construction equipment. • Contractors shall use electric construction tools, such as saws, drills, and compressors, where grid electricity is available. • Construction contractors shall ensure that all nonessential idling of construction equipment is restricted to five minutes or less in compliance with Section 2449 of the California Code of Regulations, Title 13, Article 4.8, Chapter 9. 				
BIOLOGICAL RESOURCES				
<p>BIO-1 During construction activities, the following standards shall be required to preserve the trees located on surrounding private properties (i.e., tag numbers 21, 33, 34, 35, 36, 37, 46, and 47):</p> <ul style="list-style-type: none"> • Avoid grade cuts greater than 1 foot within the driplines of preserved trees and within 5 feet of their trunks. • Avoid fill greater than 1 foot within the driplines of preserved trees and any placement of fill within 5 feet of their trunks. • Avoid trenching within the driplines of preserved trees. If it is absolutely necessary to install underground utilities within the driplines of a preserved tree, it is recommended that the trench be either bored or drilled. • Avoid installing irrigation systems within the driplines of preserved tree(s) as it may be detrimental to the long-term survival of the preserved tree(s). • Limit landscaping beneath preserved trees be limited to non-plant materials such as boulders, cobbles, wood chips, etc., or plant species tolerant of the natural semi-arid environs of the trees. 	Sacramento City Unified School District	During Construction Activities	District Staff, Construction Contractor	

Table 1. Mitigation Monitoring and Reporting Program

Mitigation Measures	Responsibility for Implementation	Implementation Phase	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
<ul style="list-style-type: none"> Drip irrigation should be limited to approximately twice per summer for the understory plants. 				
<p>BIO-2 For grading activities that would occur below the driplines of trees located in the surrounding private properties (i.e., tag numbers 21, 33, 34, 35, 36, 37, 46, and 47), the following standards shall be required to avoid damage to the applicable trees:</p> <ul style="list-style-type: none"> Major roots 2 inches or greater in diameter encountered within the tree's dripline in the course of excavation from beneath trees that are not to be removed should be kept moist and covered with earth as soon as feasible. Roots 1 inch to 2 inches in diameter that are severed should be trimmed, treated with pruning compound, and covered with earth as soon as possible. Support roots that are inside the dripline of the tree should be protected to the extent feasible. Hand-digging is recommended in the vicinity of major trees to prevent root cutting and mangling by heavy equipment. 	Sacramento City Unified School District	During Grading Activities	District Staff, Construction Contractor	
CULTURAL RESOURCES				
<p>CUL-1 Prior to grading activities, a qualified archaeological monitor shall be identified to be on call during ground-disturbing activities. If archeological resources are discovered during excavation and/or construction activities, construction shall stop within 100 feet of the find, and the qualified archaeologist shall be consulted to determine whether the resource requires further study. The archaeologist shall make recommendations to the District to protect the discovered resources.</p> <p>If the resources are deemed to be non-tribal, the archaeological resources recovered shall be provided to the North Central Information Center and California State University, Sacramento Natural History Museums, or any other local museum or repository willing and able to accept and house the resource to preserve for future scientific study.</p> <p>If the resources are deemed to be tribal-related, the Wilton Rancheria will be contacted to assess the significance of any find as well, in order to obtain recommendations on how best to proceed. Tribal-related archaeological resources discovered will be left in place in order to minimize handling until consultation with the qualified archaeological monitor and the Wilton Rancheria can be arranged in order to determine the appropriate next steps. Continued work in the area of the archaeological find will only proceed after authorization from the District in coordination with the Wilton Rancheria and the qualified archaeological monitor. The preferred contact for the Wilton Rancheria contact information is as follows:</p> <p>Wilton Rancheria – Cultural Preservation Department Tel: 916.683.6000</p>	Sacramento City Unified School District	Prior to Grading Activities	District Staff with Qualified Archaeologist, Wilton Rancheria Tribal Monitor, if Warranted	

Table 1. Mitigation Monitoring and Reporting Program

Mitigation Measures		Responsibility for Implementation	Implementation Phase	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
cpd@wiltonrancheria-nsn.gov					
GEOLOGY AND SOILS					
GEO-1	Prior to construction, the District shall identify a qualified paleontologist to be on-call. If unique paleontological resources are discovered during excavation and/or construction activities, construction shall stop within 50 feet of the find, and the qualified paleontologist shall be consulted to determine whether the resource requires further study. The paleontologist shall make recommendations to the District to protect the discovered resources. Any paleontological resources recovered shall be provided to the North Central Information Center and California State University, Sacramento Natural History Museums, or repository willing and able to accept and house the resource to preserve for future scientific study.	Sacramento City Unified School District	During Construction Activities	District Staff with Qualified Paleontologist, if Warranted	
GREENHOUSE GAS EMISSIONS					
GHG-1	The project shall comply with the applicable 2022 California Green Building Standards Code (CALGreen) Tier 2 standards which are a requirement under the Sacramento Metropolitan Air Quality Management District (SMAQMD) Greenhouse Gas (GHG) Best Management Practices (BMPs). Plans shall identify the number of EV parking spaces with chargers that meet the 2022 CALGreen Tier 2 standards.	Sacramento City Unified School District	During Design Phase	District Staff, Construction Contractor	
NOISE					
N-1	The Sacramento Unified School District shall adopt a Construction Noise Control Plan, including, but not be limited to the following: <ul style="list-style-type: none"> Limit construction to the hours that are allowed by Sacramento County, per Section 6.68.090 of the County Municipal Code. At least 30 days prior to the start of construction activities, all off-site businesses and residents within 300 feet of the project site shall be notified of the planned construction activities. The notification shall include a brief description of the project, the activities that would occur, the hours when construction would occur, and the construction period's overall duration. The notification shall include the telephone numbers of the Sacramento Unified School District's and contractor's authorized representatives that are assigned to respond in the event of a noise or vibration complaint. At least 10 days prior to the start of construction activities, a sign shall be posted at the entrance(s) to the job site, clearly visible to the public, that includes permitted construction days and hours, as well as the Sacramento Unified School District Facility Department's project hotline number and contractor's authorized representatives contact information that are assigned to respond in the event of a noise or vibration complaint. If the authorized contractor's representative receives a complaint, he/she shall 	Sacramento City Unified School District	Prior to Construction Activities	District Staff, Construction Contractor	

Table 1. Mitigation Monitoring and Reporting Program

Mitigation Measures	Responsibility for Implementation	Implementation Phase	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
<p>investigate, take appropriate corrective action, and report the action to the Sacramento Unified School District.</p> <ul style="list-style-type: none"> • During the entire active construction period, equipment and trucks used for project construction shall utilize the best available noise control techniques (e.g., improved mufflers, equipment re-design, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds). • Require the contractor to use impact tools (e.g., jack hammers and hoe rams) that are hydraulically or electrically powered wherever possible. Where the use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used along with external noise jackets on the tools. • During the entire active construction period, stationary noise sources shall be located as far from sensitive receptors as possible, and they shall be muffled. • During the entire active construction period, noisy operations shall be combined so that they occur in the same time period as the total noise level produced would not be significantly greater than the level produced if the operations were performed separately (and the noise would be of shorter duration). • Select haul routes that avoid the greatest amount of sensitive use areas. • Signs shall be posted at the job site entrance(s), within the on-site construction zones, and along queueing lanes (if any) to reinforce the prohibition of unnecessary engine idling. All other equipment shall be turned off if not in use for more than 5 minutes. • During the entire active construction period and to the extent feasible, the use of noise-producing signals, including horns, whistles, alarms, and bells, shall be for safety warning purposes only. The construction manager shall use smart back-up alarms, which automatically adjust the alarm level based on the background noise level or switch off back-up alarms and replace with human spotters in compliance with all safety requirements and laws. • Implementation of a temporary sound barrier along the southern project site boundary adjacent to the single-family residences which would be required to achieve at least a direct line of sight reduction of 10 dBA and is at least 10 feet high. 				
<p>N-2 The Sacramento Unified School District shall ensure the following occur during construction activities:</p> <ul style="list-style-type: none"> • Vibratory compaction that is within 55 to 140 feet of any surrounding residential structure shall use a static roller in lieu of a vibratory roller. At a distance greater than 25 feet, a vibratory roller would no longer exceed 0.20 in/sec PPV but would exceed 72 VdB. Therefore, a static roller shall be used 	Sacramento City Unified School District	During Construction Activities	District Staff, Construction Contractor	

Table 1. Mitigation Monitoring and Reporting Program

Mitigation Measures	Responsibility for Implementation	Implementation Phase	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
<p>within 55 to 140 feet where levels would be reduced to 72 VdB or less and mitigate both vibration damage and vibration annoyance impacts.</p> <ul style="list-style-type: none"> • Paving activities within 55 feet of a residential structure will employ self-compacting pea gravel for the base and a concrete finish as to not require vibratory compaction or use of a static roller. • Grading and earthwork activities within 15 feet of adjacent residential structures shall be conducted with off-road equipment that is limited to 100 horsepower or less. • Relocate loaded trucks as far away as feasibly possible from nearby residences (preferably by 80 feet to reduce below 72 VdB) and reduce vehicle idling to prevent vibration annoyance to nearby residences. • Demolition activities within 80 feet of nearby residences shall be required to use small bulldozers in lieu of large bulldozers in order to reduce vibration annoyance levels below 72 VdB, at distances greater than 80 feet from nearby residences a large bulldozer would no longer exceed 72 VdB and would be permissible under FTA guidelines. • For jackhammer use to the north, closest to the church where the existing parking lot resides; use of a single jackhammer will be permitted only at any time for demolition of pavement. If demolition of pavement is required within 20 feet of the Church alternatives that generate less vibration would be necessary (i.e hand tools or a hydro demolition tractor). At distances from 20 to 35 feet a jackhammer would be allowed to operate but would be restricted to 30 events/uses in a day to fall under the FTA infrequent event criterion for institutional land uses. At distances from 30 to 35 feet a jackhammer would be allowed to operate but would be restricted to 30 to 70 events/uses in a day to fall under the FTA occasional event criterion for institutional land uses. At distances greater than 35 feet, impacts from a jackhammer would be less than significant and no restriction would apply. 				
TRIBAL CULTURAL RESOURCES				
<p>TCR-1 Prior to any ground disturbing construction activities, a Wilton Rancheria Native American monitor shall be identified to be on call.</p> <p>Upon discovery of any tribal cultural resources, construction activities shall cease within 100 feet of the find until the tribal monitor can assess the find and provide recommendations. The evaluation of all tribal cultural resources unearthed by project construction activities shall be evaluated by tribal monitor. If the resources are Native American in origin, the tribal monitor shall coordinate with the District regarding treatment of these resources as well as notifying local tribes of the find. Typically, the tribe(s) will request reburial, preservation in place within the landscapes, the minimization of handling of the objects, construction monitoring of any further activities, or returning objects to a location within the project area</p>	Sacramento City Unified School District	Prior to Ground-Disturbing Activities	District staff with a Wilton Rancheria Tribal Monitor	

Table 1. Mitigation Monitoring and Reporting Program

Mitigation Measures	Responsibility for Implementation	Implementation Phase	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
<p>where they will not be subject to future impacts. The District may continue work on other parts of the project site while evaluation and, if necessary, mitigation takes place (CEQA Guidelines Section 15064.5[f]). Work in the area(s) of the cultural find may only proceed after all necessary investigation and evaluation of the discovery under the requirements of CEQA, including AB 52, have been satisfied, as well as with authorization from the District in coordination with the Tribe. If the tribal monitor determines a resource to constitute a "historical resource" or "unique archaeological resource," time and funding sufficient to allow for implementation of avoidance measures or appropriate mitigation must be available. The treatment plan established for the resources shall be in accordance with CEQA Guidelines Section 15064.5(f) for historical resources and Public Resources Code Section 21083.2(b) for unique archaeological resources.</p> <p>The project contractor shall implement any measures deemed by the District to be necessary and feasible to preserve in place, avoid, or minimize impacts to the resource, including but not limited to, facilitating the appropriate tribal treatment of the find, as necessary. Treatment that preserves or restores the cultural character and integrity of a tribal cultural resource may include tribal monitoring, culturally appropriate recovery of cultural objects, and reburial of cultural objects or cultural soil.</p> <p>If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis for curation, only if specifically requested by the Tribe. The District shall be responsible for ensuring that a public, nonprofit institution with a research interest in the materials, such as the North Central Information Center and California State University, Sacramento Natural History Museums, curate any historic archaeological material that is not Native American in origin if such an institution agrees to accept the material. If no institution accepts the archaeological material, the District shall offer it to a local historical society for educational purposes or retain the material and use it for educational purposes. The Wilton Rancheria contact information is as follows:</p> <p style="padding-left: 40px;">Wilton Rancheria – Cultural Preservation Department Tel: 916.683.6000 cpd@wiltonrancheria-nsn.gov</p>				

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August 2023 | **Errata**
State Clearinghouse No. 2023060577

OAK RIDGE ELEMENTARY SCHOOL REBUILD PROJECT

Sacramento City Unified School District

Prepared for:

Sacramento City Unified School District
Contact: Nathaniel Browning, Facilities Director
Facilities Support Services
425 1st Avenue
Sacramento, California 95818
916.257.9640

Prepared by:

PlaceWorks
Contact: Dwayne Mears, Principal
3 MacArthur Place, Suite 1100
Santa Ana, California 92707
info@placeworks.com
www.placeworks.com

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1. Introduction

1.1 BACKGROUND

This document includes a compilation of the public comments received on the Oak Ridge Elementary School Rebuild Project Initial Study and Mitigated Negative Declaration (collectively, IS/MND; State Clearinghouse No. 2023060577) and the Sacramento City Unified School District's (District's) responses to those comments.

Under the California Environmental Quality Act (CEQA), a lead agency is not required to prepare formal responses to comments on an IS/MND. However, CEQA requires the District to have adequate information on the record explaining why the comments do not affect the conclusion of the IS/MND that there are no potentially significant environmental effects. In the spirit of public disclosure and engagement, the District, as the lead agency, has responded to all written comments submitted on the IS/MND during the 30-day public review period, which began June 21, 2023, and ended June 20, 2023.

1.2 CEQA REQUIREMENTS REGARDING COMMENTS AND RESPONSES

CEQA Guidelines, Section 15204(b), outlines parameters for submitting comments on negative declarations, and reminds persons and public agencies that the focus of review and comment of IS/MNDs should be on the proposed findings that the project will not have a significant effect on the environment. If the commenter believes that the project may have a significant effect, they should: (1) Identify the specific effect, (2) Explain why they believe the effect would occur, and (3) Explain why they believe the effect would be significant.

CEQA Guidelines, Section 15204(c), further advises, "Reviewers should explain the basis for their comments, and should submit data or references offering facts, reasonable assumptions based on facts, or expert opinion supported by facts in support of the comments. Pursuant to Section 15064, an effect shall not be considered significant in the absence of substantial evidence."

Section 15204(d) also states, "Each responsible agency and trustee agency shall focus its comments on environmental information germane to that agency's statutory responsibility." Section 15204 (e) states, "This section shall not be used to restrict the ability of reviewers to comment on the general adequacy of a document or of the lead agency to reject comments not focused as recommended by this section."

Finally, CEQA does not require a lead agency to conduct every test or perform all research, study, and experimentation recommended or demanded by commenters. When responding to comments, lead agencies need only respond to potentially significant environmental issues and do not need to provide all information requested by reviewers, as long as a good-faith effort at full disclosure is made in the environmental document.

1. Introduction

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2. Response to Comments

This section provides all written comments received on the circulated IS/MND and the District's response to each comment.

Comment letters and specific comments within those letters are assigned an alphanumeric designation for reference purposes. Where sections of the IS/MND are excerpted in this document, they are indented. The following is a list of all comment letters received on the circulated IS/MND during the 30-day public review period, which began June 21, 2023, and ended July 20, 2023.

Letter Reference	Commenting Person/Agency	Date of Comment	Page No.
Agencies			
A	Central Valley Regional Water Quality Control Board, Peter Minkel, Engineering Geologist	July 14, 2023	4
B	Sacramento Municipal Utility District, Rob Ferrera, Environmental Services Specialist	July 19, 2023	12
C	Civic Thread, Jordan Grimaldi, Safe Routes to Schools Director	July 20, 2023	16

2. Response to Comments

LETTER A – Central Valley Regional Water Quality Control Board, Peter Minkel, Engineering Geologist (5 pages)



Central Valley Regional Water Quality Control Board

14 July 2023

Nathaniel Browning
Sacramento City Unified School District
425 1st Avenue
Sacramento, CA 95818
Nathaniel-Browning@scusd.edu

Governor's Office of Planning & Research

Jul 17 2023

STATE CLEARINGHOUSE

COMMENTS TO REQUEST FOR REVIEW FOR THE MITIGATED NEGATIVE DECLARATION, OAK RIDGE ELEMENTARY SCHOOL REBUILD PROJECT, SCH#2023060577, SACRAMENTO COUNTY

Pursuant to the State Clearinghouse's 21 June 2023 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Mitigated Negative Declaration* for the Oak Ridge Elementary School Rebuild Project, located in Sacramento County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore, our comments will address concerns surrounding those issues.

I. Regulatory Setting

Basin Plan

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State's water quality standards. Water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38.

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan amendment in noticed public hearings, it must be approved by the State Water Resources Control Board (State Water Board), Office of

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MARK BRADFORD, CHAIR | PATRICK PULUPA, ESQ., EXECUTIVE OFFICER

11020 Sun Center Drive #200, Rancho Cordova, CA 95670 | www.waterboards.ca.gov/centralvalley

2. Response to Comments

Oak Ridge Elementary
School Rebuild Project
Sacramento County

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14 July 2023

Administrative Law (OAL) and in some cases, the United States Environmental Protection Agency (USEPA). Basin Plan amendments only become effective after they have been approved by the OAL and in some cases, the USEPA. Every three (3) years, a review of the Basin Plan is completed that assesses the appropriateness of existing standards and evaluates and prioritizes Basin Planning issues. For more information on the *Water Quality Control Plan for the Sacramento and San Joaquin River Basins*, please visit our website:
http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/

Antidegradation Considerations

All wastewater discharges must comply with the Antidegradation Policy (State Water Board Resolution 68-16) and the Antidegradation Implementation Policy contained in the Basin Plan. The Antidegradation Implementation Policy is available on page 74 at:
https://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsjr_2018_05.pdf

In part it states:

Any discharge of waste to high quality waters must apply best practicable treatment or control not only to prevent a condition of pollution or nuisance from occurring, but also to maintain the highest water quality possible consistent with the maximum benefit to the people of the State.

This information must be presented as an analysis of the impacts and potential impacts of the discharge on water quality, as measured by background concentrations and applicable water quality objectives.

The antidegradation analysis is a mandatory element in the National Pollutant Discharge Elimination System and land discharge Waste Discharge Requirements (WDRs) permitting processes. The environmental review document should evaluate potential impacts to both surface and groundwater quality.

II. Permitting Requirements

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit), Construction General Permit Order No. 2009-0009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

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CONT'D

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2. Response to Comments

Oak Ridge Elementary
School Rebuild Project
Sacramento County

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14 July 2023

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

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CONT'D

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACE). If a Section 404 permit is required by the USACE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements. If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACE at (916) 557-5250.

A-3

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACE permit (e.g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit, Regional General Permit, Programmatic General Permit), or any other federal permit (e.g., Section 10 of the Rivers and Harbors Act or Section 9 from the United States Coast Guard), is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications. For more information on the Water Quality Certification, visit the Central Valley Water Board website at:

https://www.waterboards.ca.gov/centralvalley/water_issues/water_quality_certification/

A-4

Waste Discharge Requirements – Discharges to Waters of the State

If USACE determines that only non-jurisdictional waters of the State (i.e., “non-federal” waters of the State) are present in the proposed project area, the proposed project may require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation. For more information on the Waste Discharges to Surface Water NPDES Program and WDR processes, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/water_issues/waste_to_surface_water/

A-5

Projects involving excavation or fill activities impacting less than 0.2 acre or 400 linear feet of non-jurisdictional waters of the state and projects involving dredging activities impacting less than 50 cubic yards of non-jurisdictional waters of the state may be eligible for coverage under the State Water Resources Control Board Water Quality Order No. 2004-0004-DWQ (General Order 2004-0004). For more information on the General Order 2004-0004, visit the State Water Resources Control Board website at:

2. Response to Comments

Oak Ridge Elementary
School Rebuild Project
Sacramento County

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14 July 2023

https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2004/wqo/wqo2004-0004.pdf

A-5
CONT'D

Dewatering Permit

If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Threat General Order) 2003-0003 or the Central Valley Water Board's Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Threat Waiver) R5-2018-0085. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage under the General Order or Waiver must file a Notice of Intent with the Central Valley Water Board prior to beginning discharge.

A-6

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf

For more information regarding the Low Threat Waiver and the application process, visit the Central Valley Water Board website at:

https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2018-0085.pdf

Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Limited Threat Discharges to Surface Water* (Limited Threat General Order). A complete Notice of Intent must be submitted to the Central Valley Water Board to obtain coverage under the Limited Threat General Order. For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at:

A-7

https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2016-0076-01.pdf

NPDES Permit

If the proposed project discharges waste that could affect the quality of surface waters of the State, other than into a community sewer system, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. A complete Report of Waste Discharge must be submitted with the Central Valley Water Board to obtain a NPDES Permit. For more information regarding the NPDES Permit and the application process, visit the Central Valley Water Board website at: <https://www.waterboards.ca.gov/centralvalley/help/permit/>

A-8

2. Response to Comments

Oak Ridge Elementary
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- 5 -

14 July 2023

If you have questions regarding these comments, please contact me at (916) 464-4684
or Peter.Minkel2@waterboards.ca.gov.

A-8
CONT'D

Peter Minkel

Peter Minkel
Engineering Geologist

cc: State Clearinghouse unit, Governor's Office of Planning and Research,
Sacramento

2. Response to Comments

A. **Response to Comments from Central Valley Regional Water Quality Control Board, Peter Minkel, Engineering Geologist, dated July 14, 2023.**

A-1 The commenter provides background information on the Basin Plan and the Antidegradation policy contained in the Basin Plan.

As indicated in the IS/MND, all construction activities is required to comply with the National Pollutant Discharge Elimination System (NPDES) program, which regulates pollutant discharges. The proposed project will also implement best management practices (BMPs) to control erosion and prevent any discharge of sediments from the site. As the antidegradation analysis is a mandatory element in the NPDES, this analysis will be conducted at the time the NPDES is prepared. As indicated in Section 3.10(a), of the IS/MND, the proposed project will result in a less than significant impact in regard to surface and ground water quality.

A-2 The commenter states that dischargers whose project disturb one or more acres of soil are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit). The commenter states that the Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP).

As the proposed project would disturb more than one acre of land, the proposed project is required to be constructed in accordance with the SWPPP which includes BMPs to reduce or eliminate pollutants in stormwater discharges, as indicated in Section 3.9(b) of the IS/MND.

A-3 The commenter states that if the project involves the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be required.

As indicated in Section 3.4(c) of the IS/MND, there are no wetlands onsite. The project site is currently developed with the existing Oak Ridge Elementary School and is located in an urbanized portion of the County. The proposed project consists of rebuilding the elementary school. As the proposed project will not involve the discharge of fill material in navigable waters or wetlands, the proposed project is not subject to the requirements of the 404 Permit.

A-4 The commenter states that if a United States Army Corps of Engineers (USACE) permit, or any other federal permit, is required for the proposed project due to disturbance of waters of the United States, then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities.

2. Response to Comments

The proposed project will not discharge surface waters to a stream or creek or other waters of the State. All surface water not collected and retained onsite in accordance with State and local regulations will be collected and discharged into a Municipal drainage system operated by the Sacramento Area Sewer District. Therefore, the proposed project is not subject to a federal 401 Permit.

- A-5 The commenter states that if USACE determined that only non-jurisdictional waters of the State are present onsite, the proposed project may require a Waste Discharge Requirement permit to be issued by the Central Valley Water Board. The commenter states for projects involving excavation or fill activities impacting less than 0.2-acre or 400 linear feet of non-jurisdictional waters of the state and projects involving dredging activities impacting less than 50 cubic yards of non-jurisdictional waters may be eligible for coverage under the State Water Resources Control Board Water Quality Order No. 2004-0004-DWQ.

The proposed project will not discharge surface waters to non-jurisdictional waters. All surface waters not collected and retained onsite in accordance with State and local regulations, will be collected and discharged into a Municipal drainage system operated by the Sacramento Area Sewer District. Therefore, the proposed project is not subject to the waste discharge requirements and permit.

- A-6 The commenter states that if the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Threat General Order) 2003-0003 or the Central Water Board's Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Threat Waiver) R5-2018-0085.

Dewatering is not anticipated for the proposed project as the seasonal high groundwater elevation is estimated to be at least 20 feet below grade and no excavations are planned anywhere near that depth by the proposed project. The project site is currently developed with the existing Oak Ridge Elementary and is located in an urbanized portion of Sacramento. The proposed project consists of rebuilding the elementary school. However, if dewatering activities are needed to construct the proposed project, the District will apply for all applicable permits.

- A-7 The commenter states that if the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a NPDES permit, and a Notice of Intent must be submitted to the Central Valley Water Board to obtain coverage under the Limited Threat General Order.

See response to comment A-6.

2. Response to Comments

A-8 The commenter states that if the proposed project discharges waste that could affect the quality of surface waters of the State, other than into a community sewer system, then a NPDES permit is required, and a Report of Waste Discharge must be submitted to the Central Valley Water Board to obtain a NPDES permit.

The proposed project will not discharge waste that could affect the quality of surface waters. All waste is discharged into a community (Municipal) sewage system operated by the Sacramento Area Sewer District. Therefore, coverage under the NPDES permit would not apply.

2. Response to Comments

LETTER B – Sacramento Municipal Utility District, Rob Ferrera, Environmental Services Specialist (2 pages)



Sent Via E-Mail

July 19, 2023

Nathaniel Browning, Facilities Director
Facilities Support Services
425 1st Avenue, Sacramento, CA 95818
Nathaniel-Browning@scusd.edu

Subject: **Oak Ridge Elementary School Rebuild Project / MND / 20230605771**

Dear Mr. Browning:

The Sacramento Municipal Utility District (SMUD) appreciates the opportunity to provide comments on the Mitigated Negative Declaration (MND) for the Oak Ridge Elementary School Rebuild Project (Project, SCH 2023060577).

As a Responsible Agency, SMUD's review of projects include supporting the goals of our 2030 Zero Carbon Plan. This plan is a flexible road map to eliminate greenhouse gas emissions from our electricity production by 2030, which is the most ambitious goal of any large utility in the United States, while maintaining reliable and affordable service. This ambitious goal puts the Sacramento region on the map as an example to follow and a region where innovative, climate-friendly businesses want to be. As a community-owned, not-for-profit utility, our customers and community are at the heart of all we do. By pursuing zero carbon, we're helping create a cleaner and healthier region for all.

B-1

It is our desire that the Project will acknowledge any impacts related to the following:

- Overhead and or underground transmission and distribution line easements. Please view the following links on smud.org for more information regarding transmission encroachment:
 - <https://www.smud.org/en/Business-Solutions-and-Rebates/Design-and-Construction-Services>
 - <https://www.smud.org/en/Corporate/Do-Business-with-SMUD/Land-Use/Transmission-Right-of-Way>
- Utility line routing
- Electrical load needs/requirements
- Energy Efficiency
- Climate Change
- Cumulative impacts related to the need for increased electrical delivery
- The potential need to relocate and or remove any SMUD infrastructure that may be affected in or around the project area

B-2

B-3

B-4

B-5

2. Response to Comments

More specifically, SMUD would like to have the following details related to the electrical infrastructure considered in the utilities section analysis:

Existing Facilities and Service Arrangements:

- SMUD has an existing overhead (OH) 21 kV circuit along the northern side of the school property. This existing OH line serves both the Oak Ridge Elementary school and church directly north of the Oak Ridge Elementary School.
- SMUD has an existing OH 21 kV circuit along the southern side of the school property.
- SMUD has an existing underground (UG) 21 kV circuit and transformer within the property. This transformer is the current service to Oak Ridge Elementary.

B-6

Estimated Proposed Facilities and/or Impacts:

- SMUD may require additional OH and/or UG circuits to feed any new service required of this rebuild.
- SMUD may also require transformer and switch space on the premises, the size and disposition of which will be dependent on the desired service size for the new school.
- The location of these new or additional facilities will be dependent on the desired service location, assuming it is different from the existing location.

SMUD would like to be involved with discussing the above areas of interest as well as discussing any other potential issues. We aim to be partners in the efficient and sustainable delivery of the proposed Project. Please ensure that the information included in this response is conveyed to the Project planners and the appropriate Project proponents.

B-7

Environmental leadership is a core value of SMUD, and we look forward to collaborating with you on this Project. Again, we appreciate the opportunity to provide input on this Project. If you have any questions regarding this letter, please do not hesitate to contact me at 916.732.6676, or by email at rob.ferrera@smud.org.

Sincerely,



Rob Ferrera
Environmental Services Specialist
Sacramento Municipal Utility District
6201 S Street
Sacramento, CA 95817

cc: Entitlements

2. Response to Comments

B. Response to Comments from Sacramento Municipal Utility District, Rob Ferrera, Environmental Services Specialist, dated July 19, 2023.

B-1 The commenter acknowledges Sacramento Municipal Utilities District’s (SMUD) review of the Mitigated Negative Declaration and briefly summarizes the agency’s vision and responsibility to its customers.

This comment does not address the adequacy of the MND; therefore, no further response is required.

B-2 The commenter asks the proposed project to acknowledge impacts related to overhead and underground transmission and distribution line easements and utility line routing.

As noted in Section 3.6(a) of the IS/MND, SMUD would provide electrical service to the site through connections to existing electrical lines and new on-site infrastructure as needed. The impacts regarding this infrastructure have been analyzed as part of the proposed project in this IS/MND and impacts have been determined to be less than significant.

B-3 The commenter asks the proposed project to acknowledge impacts related to electrical load needs/requirements.

The proposed project involves the rebuild of an existing elementary school. As discussed in Section 1.5 of the IS/MND, the proposed project would not increase the capacity of the school. While the total square footage of building area onsite would increase, compliance with the latest California Building Energy Efficiency Standards and California Green Building Standards Code (CALGreen) would decrease the per capita energy consumption of the proposed project when compared to the existing school. Impacts regarding operational electricity usage would be less than significant, as discussed in Section 3.6(a).

B-4 The commenter asks the proposed project to acknowledge impacts related to energy efficiency and climate change.

See Comment B-3. The project’s impacts with regard to energy efficiency are discussed throughout Section 3.6. Project impacts with regard to climate change are discussed in Section 3.8. Energy efficiency and climate change mitigation measures associated with the proposed project include its All-Electric building design, compliance with CALGreen and the California Energy Code, adherence to the Sacramento Metropolitan Air Quality Management District’s (SMAQMD’s) Tier 1 best management practices, and other requirements and provisions of the State law that would reduce greenhouse gas emissions.

B-5 The commenter asks the proposed project to acknowledge cumulative impacts related to the need for increased electrical delivery and need to relocate and or remove any SMUD infrastructure that may be affected in or around the project area.

2. Response to Comments

See Comment B-3. The proposed project would not place substantial new demands on the energy transmission system; therefore, the project would not result in a cumulatively considerable contribution to the energy transmission and distribution system in the project area. To address potential impacts with regard to the relocation or removal of SMUD infrastructure, changes have been incorporated into Section 3.19 of the IS/MND as seen in Section 3.1, *Revisions to the IS/MND*.

B-6 The commenter provides specific information regarding SMUD’s existing facilities and arrangements as well as the expected facility requirements under the proposed project.

This information has been incorporated into the discussion of utility infrastructure impacts in Section 3.19 of the IS/MND, as seen in Section 3.1 of this document. No facilities would be placed outside of the project study area, and therefore, all impacts associated with the placement of such facilities have been adequately described within the IS/MND.

B-7 The commenter requests collaboration as project design is advanced and identifies a key staff contact at SMUD for follow up.

The project proponent accepts the benefit for both parties to collaborate going forward. This comment does not otherwise address the adequacy of the IS/MND; therefore, no further response is required.

2. Response to Comments

LETTER C – Civic Thread, Jordan Grimaldi, Safe Routes to Schools Director (4 pages)



July 20, 2023

VIA EMAIL

Nathaniel Browning
Sacramento City Unified School District Facilities Maintenance & Resource Management
425 1st Avenue
Sacramento, CA 95818

RE: Oak Ridge Elementary School Rebuild Project – Mitigated Negative Declaration (MND)

Dear Nathaniel:

Civic Thread (formerly “WALKSacramento”) has recently reviewed the Mitigated Negative Declaration materials for the Oak Ridge Elementary School Rebuild Project and would like to offer the following comments.

Civic Thread supports the proposed plans, designs, and mitigation strategies as outlined in the initial study, particularly as they relate to circulation and transportation elements. As noted in a recent [policy statement](#) from the American Academy of Pediatrics, creating walkable and bikeable communities are just as critical to children’s safety, if not more, than teaching students how to walk and bike safely. Furthermore, as equity is central to Civic Thread’s [mission](#) and one of the Safe Routes Partnership’s “6 E’s,” we support Sacramento City Unified School District (SCUSD) directing investments towards its Title I-designated schools, such as Oak Ridge Elementary. According to the [California Department of Education](#), 95.16% of Oak Ridge students were identified as English Learners and Foster Youth and were eligible for Free/Reduced Price Meals. Oak Ridge Elementary is also situated within Oak Park, a [SB 535 Disadvantaged Community](#).

C-1

The initial plans include several strategies to support safer conditions for students and families opting for active transportation to get to school. First and foremost, decreasing Oak Ridge’s enrollment capacity from 696 students to 650 students will likely work to naturally decrease traffic congestion at/around campus. There are also several preliminary infrastructure designs that support pedestrian and bicyclist safety and circulation:

C-2

909 12th Street, Suite 125, Sacramento, CA 95814
916-446-9255 • www.civicthread.org

2. Response to Comments

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7/20/23

- Reconfiguring the school’s primary ingress to be located at the signalized intersection of 21st Avenue and Martin Luther Kr Jr. (MLK Jr.) Boulevard from its previous location north of the intersection will create more control around a primary crossing for students and families. The Conceptual Site Plan (Figure 5) also notes there will be “upgraded intersection and traffic signal” improvements at this location.
- Connecting new internal/external sidewalks with existing sidewalks will support a safe, connected pedestrian network – of particular importance for young pedestrians.
- Establishing a secondary entrance for bus/emergency vehicle/pedestrian-only use, coupled with reconfiguring the site layout to offset academic buildings, collectively work to increase separation between vehicles and pedestrians. Creating this primary pedestrian entrance at Mendocino Avenue will also likely encourage families to “park-and-walk” from adjacent residential streets, which will reduce congestion in the main pick-up/drop-off loop and provide opportunities for students to practice key pedestrian safety skills who are otherwise typically driven to school.

C-2
(CONT'D)

Beyond traffic safety, Civic Thread supports SCUSD’s efforts to promote student and community wellness through a variety of design and policy strategies through the rebuild. With disproportionate rates of reported Adverse Childhood Experiences (ACE) scores for Sacramento children ages 4+ and other concerning trends in youth mental health, as noted in the [2022 Sacramento County Children’s Report Card](#), creating spaces such as the outdoor “chill zone/quiet individual break area” will be key to fostering student wellness. Creating opportunities for community use of field facilities with reservations coordinated through the District’s civic permits office will also serve to promote physical and mental health for the broader community, which is particularly critical in “park poor” neighborhoods such as Oak Park where greenspace access is disproportionately lower.

C-3

As outlined above, the initial study and preliminary designs for Oak Ridge Elementary’s rebuild project offer promising benefits for student health and safety. In order to maximize these perceived outcomes, SCUSD should pursue policy and funding avenues to implement holistic programming, such as [Safe Routes to Schools](#), at Oak Ridge and the broader district. With elementary school-age students (and their caregivers) in particular, creating safe sidewalks and bike lanes alone is not enough to get people out of their cars. **Infrastructure improvements must be coupled with comprehensive,**

2. Response to Comments

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7/20/23

active programming to result in meaningful and lasting behavior change.¹ The more students walk and bike to school, the greater the academic, health, safety, and environmental benefits for the school community and beyond.² At the very least, SCUSD Facilities Services should support Oak Ridge Elementary’s administration with creating and distributing pick-up/drop-off procedures and pedestrian and cyclist safety tips in the school’s primary languages to ensure families are made aware of updated traffic flows and entrances once construction is complete.

C-3
(CONT'D)

Additional recommendations to maximize the preliminary design’s potential to improve safety and health outcomes include:

- **Install high-quality air filtration systems** in all campus buildings. In addition to Oak Park’s SB 535 status, as noted above, an air quality monitor located at MLK Jr. Boulevard and 22nd Avenue (directly across Oak Ridge Elementary) deployed through the [Sacramento Neighborhoods Activating on Air Quality](#) project was found to have the [highest average and median Air Quality Index](#) out of all ten monitors deployed throughout the neighborhood over a one-year data collection period. This is especially concerning given children are listed as a “vulnerable population” to the health effects of air pollution, according to the US EPA.³ Thus, SCUSD should also consider collaborating with the [Sacramento Metropolitan Air Quality Management District](#) to continue monitoring in this area and even explore educational opportunities for students to learn more about air quality, such as the [air monitoring lab](#) at Fern Bacon Middle School.
- **Include skateboard and scooter racks with bicycle parking.** While initial designs site bicycle parking in an effective location east of the bus-only loop, SCUSD should consider installing supplemental facilities, including skateboard and scooter racks, to offer a wider range of secure parking for students and further encourage active school commuting.

C-4

¹ A [2014 study](#) of 801 schools across three US states and the District of Columbia showed an an average 25% increase in walking and bicycling to school over a five-year period associated with education and encouragement programs, while only an 18% increase in walking and bicycling was found to be associated with infrastructure improvements. Thus, the study concludes, programs that incorporate education and encouragement activities *alongside* infrastructure improvements can see increases in walking or biking *of up to 43%*. **This has major implications for advancing student health and sustainability goals included in SCUSD’s [Student Wellness Policy](#) and [Sustainable Schools Initiative](#).**

² Learn more about the benefits of Safe Routes to School [here](#)

³ [“Research on Health Effects from Air Pollution,”](#) US EPA

2. Response to Comments

Page 4 of 5

7/20/23

- **Coordinate closely with City of Sacramento staff on implementation of active transportation improvements at and around Oak Ridge Elementary.** Oak Ridge Elementary was included as one of 20 school sites in the City’s [Vision Zero School Safety Plan](#). Additional opportunities to coordinate with the City include the “[Streets for People: Sacramento Active Transportation Plan](#)” and [General Plan 2040 Update](#). Close coordination with the City, particularly regarding complete streets improvements along MLK Jr Boulevard, will be key as there have been **41 bicycle and pedestrian collisions within a half mile of the school, including one fatality**, since 2015, according to UC Berkeley’s Transportation Injury Mapping System.⁴ Additional recommendations to improve walkability and bikeability at and around Oak Ridge Elementary are outlined in the attached walk audit report prepared by WALKSacramento in January 2019.

C-4
(CONT'D)

In sum, the initial study’s environmental analysis indicates there will be little-to-no detrimental impact resulting from the Oak Ridge Elementary School Rebuild Project and mitigation measures have been established where appropriate. Preliminary plans offer promising opportunities to model walking and biking-friendly schools for SCUSD’s new construction and renovation projects. Such benefits will be maximized if SCUSD partners with local planning and agency staff to go above and beyond on-campus designs to include expanded educational opportunities and community-wide improvements.

C-5

Thank you for the opportunity to provide comments. Should you have any questions on the recommendations made above, please don’t hesitate to reach out to me at jgrimaldi@civicthread.org. Please notify Civic Thread of future routings or notices for this project.

Sincerely,



Jordan Grimaldi
Safe Routes to Schools Director

⁴ <https://tims.berkeley.edu/tools/srts/>, data accessed on 7/19/23

2. Response to Comments

C. **Response to Comments from Civic Thread, Jordan Grimaldi, Safe Routes to Schools Director, dated July 20, 2023.**

C-1 The commenter introduces the goals and mission of the Civic Thread organization and expresses support for investment in Title I schools including Oak Ridge Elementary.

This comment is noted. As this comment does not address the adequacy of the MND, no further response is required.

C-2 The commenter lists various features of the proposed project that would active transportation options and pedestrian/bicycle safety.

This comment is noted. As this comment does not address the adequacy of the MND, no further response is required.

C-3 The commenter expresses support for other aspects of the project’s design and advises the District to pursue policy and funding avenues for programming such as the Safe Routes to School program. The commenter also recommends that the district create and distribute materials detailing the school’s pick-up/drop-off procedures.

These recommendations are noted and will be taken under consideration by the District. As this comment does not address the adequacy of the MND, no further response is required.

C-4 The commenter provides a list of additional recommendations for the District’s consideration including the installation of air filtration systems, skateboard and scooter parking, and coordination with the City of Sacramento regarding transportation improvements in the vicinity of the project site.

These recommendations are noted and will be taken under consideration by the District. As this comment does not address the adequacy of the MND, no further response is required.

C-5 The commenter summarizes the findings of the IS/MND and notes some of the potential benefits of the proposed project. The commenter also provides contact information and invites further collaboration with Civic Threads on facility programming.

The commenter’s contributions will be taken under consideration by the District. As this comment does not address the adequacy of the MND, no further response is required.

2. Response to Comments

3. Revisions to the IS/MND

3.1 REVISIONS IN RESPONSE TO WRITTEN COMMENTS

This section contains revisions to the IS/MND based upon additional or revised information required to prepare a response to a specific comment. Revisions shown herein do not constitute new significant information, as described in CEQA Guidelines Section 15088.5. That is, the revisions do not result in new significant environmental impacts, do not constitute significant new information, and do not alter the conclusions of the environmental analysis. Changes made to the IS/MND are identified here in ~~strikeout~~ text to indicate deletions and in underlined text to signify additions.

Page 106, Section 3.19, Utilities and Service Systems. The following text is amended and added under Impact 3.19(a).

- a) **Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?**

Less Than Significant Impact. The proposed project involves the rebuilding of an existing school. The proposed project would result in no change to student capacity. ~~The proposed project would demolish and reconstruct all utilities onsite. Electricity for the existing Oak Ridge Elementary School is provided by the SMUD. The proposed project would tie into existing SMUD utilities located within the project vicinity. SMUD 21 kilovolt (kV) facilities currently exist within and surrounding the project site. The proposed project may require overhead and underground circuits to feed new service in addition to a transformer and switch space on the site. All utility improvements would occur within the footprint proposed project, as analyzed throughout this IS/MND (or the adjacent right-of-way). Therefore, as utilities would not be expanded or relocated,~~ impacts would be less than significant.

2. Response to Comments

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CONTRACT FORMS – AMENDMENT NO 1 “ATTACHMENT 5”

For all or a portion of the following Site:

Oak Ridge Elementary School New Construction
4501 Martin Luther King Jr. Blvd. Sacramento, CA 95820
APN: 020-0220-004-0000

By and between

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

And

John Hayward / Allison Otto
John F. Otto dba Otto Construction
1717 Second Street
Sacramento, CA 95811

Dated as of April 11, 2023

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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 **John F. Otto dba Otto Construction** ("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:

Oak Ridge Elementary School New Construction Project

("Project" or "Contract") which Contract dated **April 11, 2023**, 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 **Eight million Three hundred eighty-seven thousand Six hundred forty-four dollars and no/100 Dollars (\$8,387,644)**, 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 warranties 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.

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 notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Developer shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Developer remains. Nothing herein shall limit the District's rights or Developer or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

_____	_____
Principal	Surety
_____	_____
By	By

	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

PAYMENT BOND
Developer's Labor & Material 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 **John F. Otto dba Otto Construction** ("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:

Oak Ridge Elementary School New Construction Project

("Project" or "Contract") which Contract dated **April 11, 2023**, 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 upon 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 in said statutes in the sum of **Eight million Three hundred eighty-seven thousand Six hundred forty-four dollars and no/100 Dollars (\$8,387,644)**, lawful money of the United States, being a sum not less than the total 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 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 exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

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.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

Principal

Surety

By

By

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

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700, in relevant part, provides:

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

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Developer: **John F. Otto dba Otto Construction**

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

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: **John F. Otto dba Otto Construction**

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' employees is:

Name: _____

Title: _____

NOTE: 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 a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Developer's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Developer performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Developer's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Developer's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

- The Developer is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Developer's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Developer's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

Developer's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Developer.

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Proper Name of Developer: **John F. Otto dba Otto Construction**

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Developer shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Developer: **John F. Otto dba Otto Construction**

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

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: **John F. Otto dba Otto Construction**

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**DISABLED VETERAN BUSINESS
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
<input type="checkbox"/> 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
<input type="checkbox"/> 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 form and the certification
<input type="checkbox"/> NOT disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	
<input type="checkbox"/> 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.

You must complete the following table to show the dollar amount of DVBE participation:

	TOTAL CONTRACT PRICE
A. Prime Bidder, if DVBE (own participation)	\$
DVBE Subcontractor or Supplier	
Subtotal (A & B)	
Non-DVBE	
Total Bid	

PART II – Contacts. To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
The District, if any			*
OSB, which publishes a list of DVBE's; Internet Address: http://www.dgs.ca.gov/osbcr	(916) 323-5478 (916) 322-5060		*
DVBE Organization (List)			*

*Write "recorded message" in this column, if applicable.

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 ADVERTISEMENT
	TRADE	FOCUS	

PART IV – DVBE Solicitations. List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....		
was selected to participate	Check "yes" in the "SELECTED" column	include a copy of their DVBE letter(s) from OSB		
was NOT selected to participate	Check "NO" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column		
did not respond to your solicitation	Check the "NO RESPONSE" column.			
DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		

A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, _____ certify that I am Developer's _____
and that I have made a diligent effort to ascertain the facts with regard to the representations
made herein.

Date: _____

Name of Developer: **John F. Otto dba Otto Construction**

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 et seq. of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: **John F. Otto dba Otto Construction**

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**HAZARDOUS MATERIALS
PROCEDURES & REQUIREMENTS –
PLEASE REFER TO AMENDMENT NO 1 ATTACHMENT 7**

1. Summary

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

2. Notice of Hazardous Waste or Materials

- a. Developer shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - (1) Material that Developer believes may be a material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Developer's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Developer, its Subcontractors, suppliers, or anyone else for whom Developer is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Developer's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Developer in writing, stating reasons. If the District and Developer cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Developer shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Developer does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

- 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.

3. Additional Warranties and Representations

- 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 with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Developer represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Developer represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Developer accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

4. Monitoring and Testing

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- b. Developer acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Developer. In the event District elects to perform these activities and tests, Developer shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests.

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, pre-abatement, 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.

5. 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.

6. 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.

7. 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 of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Developer shall not conduct any Work involving asbestos-containing materials or PCBs unless Developer has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Developer. Developer shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Developer observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Developer performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Developer in securing the permit or giving the notice, but Developer shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

8. 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. § 9601 *et seq.*).

9. Termination

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.

END OF DOCUMENT

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: **John F. Otto dba Otto Construction**

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

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 as a Health Hazard

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 disburse 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. Overview of California Law

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-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented

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 subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Developer shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified

inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Developer's Liability

If Developer fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, Developer will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of Developer to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of Developer to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

Developer shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of Developer.

DEVELOPER HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND DEVELOPER. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Developer: **John F. Otto dba Otto Construction**

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

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 Supplier Manufacturer
 Wholesaler Broker Retailer
 Distributor Other _____

Type of Entity Corporation General Partnership
 Limited Partnership Limited Liability Company
 Sole Proprietorship Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: **John F. Otto dba Otto Construction**

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: **Oak Ridge ES New Construction**

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 #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Proper Name of Developer: **John F. Otto dba Otto Construction**

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

ESCROW AGREEMENT IN LIEU OF RETENTION
Public Contract Code Section 22300

This Escrow Agreement ("Escrow Agreement") is made and entered into this _____ day of _____, 20____, by and between the Sacramento City Unified School District ("District"), whose address is 5735 47th Avenue, Sacramento, CA 95824, and **John F. Otto dba Otto Construction** ("Developer"), whose address is _____, and _____ ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is _____.

For the consideration hereinafter set forth, District, Developer, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Developer has the following two (2) options:
 - Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No. _____ entered into between District and Developer for the _____ Project, in the amount of _____ Dollars (\$_____), dated _____, 20____, (the "Contract"); **or**
 - On written request of Developer, District shall make payments of the retention earnings for the above referenced Contract directly to Escrow Agent.

When Developer deposits the securities as a substitute for Contract earnings (first option), Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between District and Developer.

Securities shall be held in name of Sacramento City Unified School District, and shall designate Developer as beneficial owner.

2. District shall make progress payments to Developer for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Developer until the time that the escrow created under this Escrow Agreement is terminated. Developer may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.
4. Developer shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District will charge Developer \$_____ for each of District's deposits to the escrow

account. These expenses and payment terms shall be determined by District, Developer, and Escrow Agent.

5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Developer and shall be subject to withdrawal by Developer at any time and from time to time without notice to District.
6. Developer shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Developer.
7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Developer. Upon seven (7) days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Developer has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Developer all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from District and Developer pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Developer shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

[CONTINUED ON FOLLOWING PAGE]

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Developer in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

On behalf of Developer:

Title

Name

Signature

Address

At the time that the Escrow Account is opened, District and Developer shall deliver to Escrow Agent a fully executed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

On behalf of District:

Title

Name

Signature

Address

On behalf of Developer:

Title

Name

Signature

Address

END OF DOCUMENT

NOTICE OF INTENT TO AWARD

DATED: _____ 20__

TO: _____ ("Developer")
[ADDRESS]

PROJECT: **[Name Of] Project**

CONTRACT NO.: _____ between the Sacramento City Unified School District ("District") and Developer ("Contract").

Developer has been awarded the above-referenced Contract on _____, 20__, by act of the District's Board.

Developer shall execute and submit to District the following documents by no later than 5:00 p.m. on the **SEVENTH (7th)** calendar day following the date of this Notice of Award.

- 1.1 Site Lease.
- 1.2 Facilities Lease.
- 1.3 Insurance Certificates and Endorsements as required.
- 1.4 Registered Subcontractors List (Initial List): Include any designated Subcontractors of any tier from Developer's proposal. To be amended/supplemented following Subcontractor bidding.
- 1.5 Workers' Compensation Certification.
- 1.6 Prevailing Wage and Related Labor Requirements Certification.
- 1.7 Criminal Background Investigation/Fingerprinting Certification.
- 1.8 COVID-19 Vaccination/Testing Certification.
- 1.9 Drug-Free Workplace Certification.
- 1.10 Tobacco-Free Environment Certification.
- 1.11 Disabled Veteran Business Enterprise Participation Certification.
- 1.12 Roofing Project Certification.
- 1.13 Hazardous Materials Certification.
- 1.14 Lead-Based Materials Certification.
- 1.15 Imported Materials Certification.
- 1.16 Skilled and Trained Workforce Certification.

1.17 Escrow Agreement in Lieu of Retention (if used).

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 DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

NOTICE TO PROCEED WITH PRECONSTRUCTION SERVICES

DATED: _____ 20__

TO: _____ ("Developer")
[ADDRESS]

PROJECT: _____

CONTRACT NO.: _____ between the Sacramento City Unified School District ("District") and Developer ("Contract").

Developer is hereby notified that the Contract Time under the above Contract will commence to run on _____, 20___. By that date, Developer is to start performing its preconstruction services for the Project.

Preconstruction services will conclude upon approval of the Amendment to the Facilities Lease by District's Board, or termination of this Contract by either party per the Contract's terms.

No work for which a contractor is required to be licensed in accordance with the Business and Professions Code and for which Division of the State Architect (DSA) approval is required can be performed before receipt of DSA approval.

Developer shall not commence construction of the Project until the Notice to Proceed with Construction is issued by District following approval of the Amendment to the Facilities Lease by District's Board.

Thank you. We look forward to a very successful Project.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

NOTICE OF INTENT TO AWARD AFTER GUARANTEED MAXIMUM PRICE

DATED: _____ 20__

TO: _____ ("Developer")
[ADDRESS]

PROJECT:

CONTRACT NO.: _____ between the Sacramento City Unified School District ("District") and Developer ("Contract").

Amendment No. 1 to the Facilities Lease for the above-referenced Contract has been approved on _____, 20__, by act of the District's Board. The Guaranteed Maximum Price ("GMP") for the Project is _____ Dollars (\$_____).

Developer shall fully execute the following documents on the forms provided in the Contract Documents as indicated on the forms and submit the same to District by no later than 5:00 p.m. on the **SEVENTH (7th)** 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.

After Developer's timely compliance with those conditions, District may then issue the Notice to Proceed with Construction for the Project.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

NOTICE TO PROCEED WITH CONSTRUCTION

DATED: _____ 20__

TO: _____ ("Developer")
[ADDRESS]

PROJECT: _____

CONTRACT NO.: _____ between the Sacramento City Unified School District ("District") and Developer ("Contract").

Developer is hereby notified that the construction phase of the Project will commence on _____, 20___. In accordance with the Contract, Developer shall complete the Work by no later than _____, 20___.

Developer must submit the following documents by 5:00 p.m. on the **TENTH (10th)** calendar day following the date of this Notice to Proceed with Construction, and in no event later than the **FIRST (1st)** day on which Developer has workers employed on the construction phase of the Project:

- 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 you. We look forward to a very successful Project.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

APPLICATION AND CERTIFICATE FOR PAYMENT - SAMPLE

TO:	PROJECT:	APPLICATION NO: INVOICE NO:	Distribution to:
		PERIOD TO:	<input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> INSPECTOR OF RECORD <input type="checkbox"/> 3 RD PARTY INSPECTOR <input type="checkbox"/> DISBURSEMENT AGENCY
FROM:	JOB: ARCHITECT:	PROJECT NO: DSA FILE NO:	
		CONTRACT DATE:	

DEVELOPER'S APPLICATION FOR PAYMENT

Application is made for Payment as shown below, in connection with the Contract Continuation Sheet, is attached.

- | | |
|--|----------|
| 1. ORIGINAL CONTRACT SUM | \$ _____ |
| 2. Net change by Change Orders | \$ _____ |
| 3. CONTRACT SUM TO DATE | \$ _____ |
| 4. TOTAL COMPLETED & STORED TO DATE | \$ _____ |
| 5. Lease Payment (1/3 of Total Lease Payments for last 3 pay applications) | \$ _____ |
| 6. Total TI Payments Earned: (Line 4 less Line 5) | \$ _____ |
| 7. Retainage: | |
| a. 5% of Total TI Payment | \$ _____ |
| 8. TOTAL EARNED LESS Lease Payment & Retainage (Line 6 less Line 7) | \$ _____ |
| 9. LESS PREVIOUS APPLICATIONS FOR PAYMENT | \$ _____ |
| 10. CURRENT PAYMENT DUE | \$ _____ |
| 11. Balance to Finish, Plus Lease Pmt & Retainage (Line 3 less Line 8) | \$ _____ |

The undersigned Developer certifies that to the best of the Developer's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Developer for Work for which previous Certificates for Payment were issued and payments received from the District, and that current payment shown herein is now due. We certify that the Surety for this project has been notified of the amount of this request.

DEVELOPER:

By: _____ Date: _____
[NAME, TITLE]

Notary Public: _____ My Commission Expires: _____
Name: _____

**ARCHITECT'S CERTIFICATE FOR PAYMENT
RECOMMENDED FOR CERTIFICATION**

By: _____ Date: _____
NAME: _____

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Developer is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Developer named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the District or Developer under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by District		
Total approved this month		
NET CHANGES by Change Orders		

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)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature of Notary Public: _____ (Seal)

CONTINGENCY EXPENDITURE DIRECTIVE FORM - SAMPLE

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

CONTINGENCY EXPENDITURE DIRECTIVE NO.:

CONTINGENCY EXPENDITURE DIRECTIVE

Project:
Building Project:
Project No.:

Date:
DSA File No.:
DSA Appl. No.:

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

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

Developer:

Reference	Description	Contingency Authorized for Expenditure	Days Ext.
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: Previous Completion Date: __[DATE]__ _____[#]_____ Calendar Days Extension (zero days unless otherwise indicated) Current Completion Date: __[DATE]__	Total Contract Contingency Amount:	\$
	Amount of Previously Approved Contingency Expenditure Directive(s):	\$
	Amount of this Contingency Expenditure Directive:	\$

The undersigned Developer approves the foregoing release of contingency for completion of each specified item, and as to the extension of time allowed, if any, for completion 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 ("Work"). 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 Contingency Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized contingency expenditure 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. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:

Developer:

[Name]

Date

[Name]

Date

Architect:

Project Inspector:

[Name]

Date

[Name]

Date

END OF DOCUMENT

ALLOWANCE EXPENDITURE DIRECTIVE FORM - SAMPLE

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

ALLOWANCE EXPENDITURE DIRECTIVE NO.:

ALLOWANCE EXPENDITURE DIRECTIVE

Project: Building Project
Project No.:

Date:
DSA File No.:
DSA Appl. No.:

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

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

Developer:

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

Total Contract Allowance Amount:	\$
Amount of Previously Approved Allowance Expenditure Directive(s):	\$
Amount of this Allowance Expenditure Directive:	\$

DAILY FORCE ACCOUNT REPORT

From: Developer
[Name/Address]

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

Project: _____

Developer hereby submits this Daily Force Account Report for Work performed, pursuant to Force Account Directive No. _____, on _____.
[Date of Work]

Developer attests that the material, labor, and equipment itemized herein were used only on the force account work.

A. Material: *Attach all applicable invoices not provided in prior Daily Force Account Reports and complete the information below.*

Description	Unit Price	Quantity	Cost

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

B. Labor: *Labor must be fully Burdened. Attach timesheets, if applicable, and complete the information below.*

Name	Craft	Regular Hrs.	Rate	OT Hrs.	Rate

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

C. **Equipment:** Attach all applicable invoices not provided in prior Daily Force Account Reports and complete the information below.

Type / Model	Hrs. Operated	Rate

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

Complete based on information reported above.

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

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

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.

SUBMITTED BY:

REVIEWED BY:

Developer:

District:

[Name]

Date

[Name]

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 may invoice the Work reflected therein. District's review and return of the Daily Force Account Report and/or payment for the force account work does not constitute acceptance of the Work or waiver of any Contract rights or criteria.

END OF DOCUMENT

PROPOSED CHANGE ORDER FORM - SAMPLE

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

PCO NO.:

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.

	<u>WORK PERFORMED OTHER THAN BY DEVELOPER</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach suppliers’ invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (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)	<u>Add Equipment</u> (attach suppliers’ invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , each tier and subtier total not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add General Conditions</u> (if Time is Compensable) (attach supporting documentation)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Overhead and Profit for Developer</u> , not to exceed _____ percent (___%) of Item (h)		
(j)	<u>Subtotal</u>		
(k)	<u>Add Bond and Insurance</u> , not to exceed _____ percent (___%) of Item (j) ONLY IF EXCEEDS GMP		
	<u>TOTAL</u>		

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

	WORK PERFORMED BY DEVELOPER	ADD	DEDUCT
(a)	Material (attach 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)	Add General Conditions (if Time is Compensable) (attach supporting documentation)		
(e)	Subtotal		
(f)	Add Overhead and Profit for Developer , not to exceed _____ percent (___%) of Item (e)		
(g)	Subtotal		
(h)	Add Bond and Insurance , not to exceed _____ percent (___%) of Item (g)		
	TOTAL		

The undersigned Developer approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. 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.* It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of Developer's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Developer is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Developer:

_____ Date

END OF DOCUMENT

CHANGE ORDER FORM

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

CHANGE ORDER NO.:

CHANGE ORDER

Project: _____
Project No.: _____

Date: _____
DSA File No.: _____
DSA Appl. No.: _____

The following parties agree to the terms of this Change Order:

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

Developer: _____
 [Name / Address]

Architect: _____
 [Name / Address]

Project Inspector: _____
 [Name / Address]

Reference	Description	Cost	Days Ext.
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
Contract time will be adjusted as follows: Previous Completion Date: __[Date] _____[#] Calendar Days Extension (zero unless otherwise indicated) Current Completion Date: __[Date]	Original Contract Amount: Amount of Previously Approved Change Order(s): Amount of this Change Order: Current Contract Amount:	\$ \$ \$ \$	

The undersigned Developer approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion

(PUT ON SUBCONTRACTOR LETTERHEAD)

GUARANTEE FORM

_____ [Contractor's Name] hereby unconditionally guarantees that the Work performed at INSERT Project/RFQ/P # /INSERT ADDRESS has been done in accordance with the requirements of the Contract therefore 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 Section(s):

CONTRACTOR'S SIGNATURE

PRINT NAME

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:

AGREEMENT

1. Developer will only be assessed liquidated damages as detailed below:

Original Guaranteed Maximum Price	\$ _____
Modified Guaranteed Maximum Price	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due Developer	\$ _____

2. Subject to the provisions hereof, District shall forthwith pay to Developer the undisputed sum of _____ Dollars (\$_____) under the Contract for Tenant Improvement Payments, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.

3. Developer acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 4 and continuing obligations described in Paragraph 6. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Developer against District and all of its respective agents, employees, trustees, inspectors, assignees, consultants and transferees, except for the Lease Payments under the Contract, any Disputed Claim that may be set forth in Paragraph 4 and the continuing obligations described in Paragraph 6 hereof.

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>	<u>Date Claim Submitted</u>
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

[If further space is required, attach additional sheets showing the required information.]

5. Consistent with California Public Contract Code section 7100, Developer hereby agrees that, in consideration of the payment set forth in Paragraph 2 hereof, Developer hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract, except for the Lease Payments.
6. Guarantees and warranties for the Work, duty to defend, indemnify and hold harmless the District, and any other continuing obligation of Developer, shall remain in full force and effect as specified in the Contract Documents.
7. Except as provided for specifically herein, Developer hereby waives the provisions of California Civil Code section 1542 which provides as follows:
- A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
8. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
9. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

* * * 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)								
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	Total Billable Rate	Comments
											7.65%	1.28%	Varies	6.20%	0.80%				
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	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%						
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%						
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%						
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%						
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%						
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%						
Notes:																			
I	Insert Contractor's 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.																		

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS, 2022 CBC

Application Number: 02-120987	School Name: Oak Ridge Elementary School	School District: Sacramento City Unified School District
DSA File Number: 34-53	Increment Number: 01	Date Created: 2023-05-25 15:28:43

2022 CBC

IMPORTANT: This form is only a summary list of structural tests and some of the special inspections required for the project. Generally, the structural tests and special inspections noted on this form are those that will be performed by the Geotechnical Engineer of Record, Laboratory of Record, or Special Inspector. The actual complete test and inspection program must be performed as detailed on the DSA approved documents. The appendix at the bottom of this form identifies work NOT subject to DSA requirements for special inspection or structural testing. The project inspector is responsible for providing inspection of all facets of construction, including but not limited to, special inspections not listed on this form such as structural wood framing, high-load wood diaphragms, cold-formed steel framing, anchorage of non-structural components, etc., per Title 24, Part 2, Chapter 17A (2022 CBC).

****NOTE:** Undefined section and table references found in this document are from the CBC, or California Building Code.

KEY TO COLUMNS

1. TYPE	2. PERFORMED BY
<p>Continuous – Indicates that a continuous special inspection is required</p> <p>Periodic – Indicates that a periodic special inspection is required</p> <p>Test – Indicates that a test is required</p>	<p>GE (Geotechnical Engineer) – Indicates that the special inspection shall be performed by a registered geotechnical engineer or his or her authorized representative.</p> <p>LOR (Laboratory of Record) – Indicates that the test or special inspection shall be performed by a testing laboratory accepted in the DSA Laboratory Evaluation and Acceptance (LEA) Program. See CAC Section 4-335.</p> <p>PI (Project Inspector) – Indicates that the special inspection may be performed by a project inspector when specifically approved by DSA.</p> <p>SI (Special Inspection) – Indicates that the special inspection shall be performed by an appropriately qualified/approved special inspector.</p>

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

Application Number: 02-120987	School Name: Oak Ridge Elementary School	School District: Sacramento City Unified School District
DSA File Number: 34-53	Increment Number: 01	Date Created: 2023-05-25 15:28:43

Geotechnical Reports: Project has a geotechnical report, or CDs indicate soils special inspection is required by GE

S1. GENERAL:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify that: <ul style="list-style-type: none"> • Site has been prepared properly prior to placement of controlled fill and/or excavations for foundations. • Foundation excavations are extended to proper depth and have reached proper material. • Materials below footings are adequate to achieve the design bearing capacity. 	Periodic	GE*	* By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) form for exemptions.)

S2. SOIL COMPACTION AND FILL:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Perform classification and testing of fill materials.	Test	LOR*	* Under the supervision of the geotechnical engineer.
<input checked="" type="checkbox"/>	b. Verify use of proper materials, densities and inspect lift thicknesses, placement and compaction during placement of fill.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. (Refer to specific items identified in the Appendix (end of this form) form for exemptions where soils SI and testing may be conducted under the supervision of a geotechnical engineer or LOR's engineering manager. In such cases, the LOR's form DSA 291 shall satisfy the soil SI and test reporting requirements for the exempt items.)
<input checked="" type="checkbox"/>	c. Compaction testing.	Test	LOR*	* Under the supervision of the geotechnical engineer. (Refer to specific items identified in the Appendix (end of this form) for exemptions where soils testing may be conducted under the supervision of a geotechnical engineer or LOR's engineering manager. In such cases, the LOR's form DSA 291 shall satisfy the soil test reporting requirements for the exempt items.)

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

Application Number: 02-120987	School Name: Oak Ridge Elementary School	School District: Sacramento City Unified School District
DSA File Number: 34-53	Increment Number: 01	Date Created: 2023-05-25 15:28:43

S3. DRIVEN DEEP FOUNDATIONS (PILES):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Verify pile materials, sizes and lengths comply with the requirements.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	b. Determine capacities of test piles and conduct additional load tests as required.	Test	LOR*	* Under the supervision of the geotechnical engineer.
<input type="checkbox"/>	c. Inspect driving operations and maintain complete and accurate records for each pile.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	d. Verify locations of piles and their plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and record any pile damage.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	e. Steel piles.	Provide tests and inspections per STEEL section below.		
<input type="checkbox"/>	f. Concrete piles and concrete filled piles.	Provide tests and inspections per CONCRETE section below.		
<input type="checkbox"/>	g. For specialty piles, perform additional inspections as determined by the registered design professional in responsible charge.	*	*	* As defined on drawings or specifications.

S4. CAST-IN-PLACE DEEP FOUNDATIONS (PIERS):				
	Test or Special Inspection	Type	Performed By	Code References and Note
<input type="checkbox"/>	a. Inspect drilling operations and maintain complete and accurate records for each pier.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) for exemptions.)

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

Application Number: 02-120987	School Name: Oak Ridge Elementary School	School District: Sacramento City Unified School District
DSA File Number: 34-53	Increment Number: 01	Date Created: 2023-05-25 15:28:43

	Test or Special Inspection	Type	Performed By	Code References and Note
<input type="checkbox"/>	b. Verify pier locations, diameters, plumbness, bell diameters (if applicable), lengths and embedment into bedrock (if applicable); record concrete or grout volumes.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) for exemptions.)
<input type="checkbox"/>	c. Confirm adequate end strata bearing capacity.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) for exemptions.)
<input type="checkbox"/>	d. Concrete piers.	Provide tests and inspections per CONCRETE section below.		

S5. RETAINING WALLS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Placement, compaction and inspection of backfill.	Continuous	GE*	1705A.6.1. * By geotechnical engineer or his or her qualified representative. (See section S2 above).
<input type="checkbox"/>	b. Placement of soil reinforcement and/or drainage devices.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	c. Segmental retaining walls; inspect placement of units, dowels, connectors, etc.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. See DSA IR 18-2.
<input type="checkbox"/>	d. Concrete retaining walls.	Provide tests and inspections per CONCRETE section below.		
<input type="checkbox"/>	e. Masonry retaining walls.	Provide tests and inspections per MASONRY section below.		

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

Application Number: 02-120987	School Name: Oak Ridge Elementary School	School District: Sacramento City Unified School District
DSA File Number: 34-53	Increment Number: 01	Date Created: 2023-05-25 15:28:43

S6. OTHER SOILS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Soil Improvements	Test	GE*	Submit a comprehensive report documenting final soil improvements constructed, construction observation and the results of the confirmation testing and analysis to CGS (California Geological Survey) for final acceptance. * By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	b. Inspection of Soil Improvements	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	c.			

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2022 CBC

Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13

Application Number: 02-120987	School Name: Oak Ridge Elementary School	School District: Sacramento City Unified School District
DSA File Number: 34-53	Increment Number: 01	Date Created: 2023-05-25 15:28:43

C1. CAST-IN-PLACE CONCRETE				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify use of required design mix.	Periodic	SI	Table 1705A.3 Item 5, 1910A.1.
<input checked="" type="checkbox"/>	b. Identify, sample, and test reinforcing steel.	Test	LOR	1910A.2; ACI 318-19 Ch.20 and Section 26.6.1.2; DSA IR 17-10. (See Appendix (end of this form) for exemptions.)
<input checked="" type="checkbox"/>	c. During concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	Test	LOR	Table 1705A.3 Item 6; ACI 318-19 Sections 26.5 & 26.12.
<input checked="" type="checkbox"/>	d. Test concrete (f'c).	Test	LOR	1905A.1.17; ACI 318-19 Section 26.12.
<input checked="" type="checkbox"/>	e. Batch plant inspection: Continuous	See Notes	SI	Default of ' Continuous ' per 1705A.3.3. If approved by DSA, batch plant inspection may be reduced to ' Periodic ' subject to requirements in Section 1705A.3.3.1, or eliminated per 1705A.3.3.2. See IR 17-13. (See Appendix (end of this form) for exemptions.)
<input type="checkbox"/>	f. Welding of reinforcing steel.	Provide special inspection per STEEL, Category S/A4(d) & (e) and/or S/A5(g) & (h) below.		

C2. PRESTRESSED / POST-TENSIONED CONCRETE (IN ADDITION TO SECTION C1):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Sample and test prestressing tendons and anchorages.	Test	LOR	1705A.3.4, 1910A.3
<input type="checkbox"/>	b. Inspect placement of prestressing tendons.	Periodic	SI	1705A.3.4, Table 1705A.3 Items 1 & 9.

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Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13

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	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	c. Verify in-situ concrete strength prior to stressing of post-tensioning tendons.	Periodic	SI	Table 1705A.3 Item 13. Special inspector to verify specified concrete strength test prior to stressing.
<input type="checkbox"/>	d. Inspect application of post-tensioning or prestressing forces and grouting of bonded prestressing tendons.	Continuous	SI	1705A.3.4, Table 1705A.3 Item 9; ACI 318-14 Section 26.13

C3. PRECAST CONCRETE (IN ADDITION TO SECTION C1):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect fabrication of precast concrete members.	Continuous	SI	ACI 318-19 Section 26.13.
<input type="checkbox"/>	b. Inspect erection of precast concrete members.	Periodic	SI*	Table 1705A.3 Item 10. * May be performed by PI when specifically approved by DSA.
<input type="checkbox"/>	c. For precast concrete diaphragm connections or reinforcement at joints classified as moderate or high deformability elements (MDE or HDE) in structures assigned to Seismic Design Category D, E or F, inspect such connections and reinforcement in the field for: 1. Installation of the embedded parts 2. Completion of the continuity of reinforcement across joints. 3. Completion of connections in the field.	Continuous	SI	Table 1705A.3; ACI 318-19 Section 26.13.1.3; ACI 550.5
<input type="checkbox"/>	d. Inspect installation tolerances of precast concrete diaphragm connections for compliance with ACI 550.5.	Periodic	SI	Table 1705A.3; ACI 318-19 Section 26.13.1.3; ACI 550.5

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Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13

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C4. SHOTCRETE (IN ADDITION TO SECTION C1):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect shotcrete placement for proper application techniques.	Continuous	SI	1705A.3.9, Table 1705A.3 Item 7, 1908A.1, 1908A.2, 1908A.3. See ACI 506.2-13 Section 3.4, ACI 506R-16.
<input type="checkbox"/>	b. Sample and test shotcrete (f _c).	Test	LOR	1908A.2, 1705A.3.9

C5. POST-INSTALLED ANCHORS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect installation of post-installed anchors	See Notes	SI*	1617A.1.19, Table 1705A.3 Item 4a (Continuous) & 4b (Periodic), 1705A.3.8 (See Appendix (end of this form) for exemptions). ACI 318-14 Sections 17.8 & 26.13. * May be performed by the project inspector when specifically approved by DSA.
<input type="checkbox"/>	b. Test post-installed anchors.	Test	LOR	1910A.5. (See Appendix (end of this form) for exemptions.)

C6. OTHER CONCRETE:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a.			

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1705A.4; TMS 602-16, Tables 3 and 4.

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M1. STRUCTURAL MASONRY: (f_m = 2000 psi)				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Mill certificate indicates compliance with requirements for reinforcement, anchors, ties, fasteners and metal accessories. See item C1(b) for identification, sampling and testing of reinforcing steel.	Periodic	SI*	2103A.4; TMS 602-16 Article 1.5B.2 & 2.4. * To be performed by qualified LOR representative. Applicable testing by LOR. See IR 17-10 for unidentified reinforcing steel.
<input checked="" type="checkbox"/>	b. Producer's certificate of compliance for masonry units, mortar and grout materials.	Test	LOR	1705A.4, 2103A.2, 2103A.3, 2103A.5; TMS 602-16 Articles 1.5B.2 2.1, 2.2, 2.6A and 2.6B, and Table 6 footnote 3.
<input checked="" type="checkbox"/>	c. Test masonry (f _m).	Test	LOR	1705A.4. For Unit Strength: 2105A.3; TMS 602-16 Articles 1.4B.2 ,1.5B.1 & 1.5B.2. For Prism (required when f_m > 2000 psi):2105A.2; TMS 602-16 Articles 1.4B.3, 1.4B.4, 1.5B.1 & 1.5B.2.
<input checked="" type="checkbox"/>	d. Verify proportions or properties of site-prepared, premixed or preblended mortar.	Periodic	SI	TMS 602-16, Table 3 (row 5), Table 4 Item 1a. DSA PR 20-01.
<input checked="" type="checkbox"/>	e. Verify proportions or properties of site-prepared, premixed or preblended grout.	Periodic	SI	TMS 602-16, Table 3 (row 5), Table 4 Item 2d.
<input type="checkbox"/>	f. Batch plant inspection:	See Notes	SI	Default of ' Continuous ' per 1705A.3.3 . If approved by DSA, batch plant inspection may be reduced to ' Periodic ' subject to requirements in Section 1705A.3.3.1 , or eliminated per 1705A.3.3.2 . See IR 17-13. (See Appendix (end of this form) for exemptions.)
<input checked="" type="checkbox"/>	g. Test core-drilled samples.	Test	LOR	2105A.4. (See Appendix (end of this form) for exemptions.)
<input type="checkbox"/>	h. Inspect preparation of prisms.	Continuous	SI	TMS 602-16 Articles 1.4.B.3 & 1.4.B.4 & Table 4 Item 4.
<input checked="" type="checkbox"/>	i. Verify size, location and condition of all dowels, construction supporting masonry, etc.	Periodic	SI	

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1705A.4; TMS 602-16, Tables 3 and 4.

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	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	j. Verify size, grade and type of reinforcement, connectors, and anchor bolts. Verify size and location of structural members.	Periodic	SI	TMS 602-16 Table 4, Items 1c & 3c.
<input checked="" type="checkbox"/>	k. Inspect placement of reinforcement, anchor bolts, and connectors.	Continuous	SI	TMS 602-16 Table 4 Item 2c.
<input checked="" type="checkbox"/>	l. Placement, consolidation, and reconsolidation of grout.	Continuous	SI	TMS 602-16 Table 4 Item 3h.
<input checked="" type="checkbox"/>	m. Inspect placement of masonry units and construction of mortar joints.	Periodic	SI	TMS 602-16 Table 4 Item 3b.
<input checked="" type="checkbox"/>	n. Verify preparation, construction and protection of masonry during cold weather (temperature below 40° F) or hot weather (temperature above 90° F).	Periodic	SI*	TMS 602-16 Table 4 Item 3f. * May be performed by the project inspector when specifically approved by DSA.
<input checked="" type="checkbox"/>	o. Inspect type, size and location of anchors and all other items to be embedded in masonry including other details of anchorage of masonry to structural members, frames and other construction.	Continuous	SI	TMS 602-16 Table 4 Item 3d.
<input checked="" type="checkbox"/>	p. Inspect grout space, including mortar protrusions, prior to placement of grout.	Continuous	SI	TMS 602-16 Table 4 Item 2a.
<input type="checkbox"/>	q. Welding of reinforcing steel.	TMS 602-16 Table 4 Item 3e. Provide special inspection per STEEL, Category S/A4(d) & (e) and/or S/A5(g) & (h) below.		

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M2. VENEER OR GLASS BLOCK PARTITIONS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Verify proportions of siteprepared mortar and grout and/or verify certification of premixed mortar.	Periodic	SI	TMS 602-16 Table 3 (row 5) and Table 4 Items 1a & 2d.
<input type="checkbox"/>	b. Inspect placement of units and construction of mortar joints.	Periodic	SI	TMS 602-16 Table 4 Item 3b.
<input type="checkbox"/>	c. Inspect placement of wire, connectors and anchors	Periodic	SI	TMS 602-16 Table 4 Item 2c.
<input type="checkbox"/>	d. Inspect type, size and location of anchors and all other items to be embedded in masonry veneer including details of anchorage of masonry to veneer backing, frames and other construction.	Periodic	SI	TMS 602-16 Table 4 Item 3d.
<input type="checkbox"/>	e. Verify preparation, construction and protection of masonry during cold weather (temperature below 40° F) or hot weather (above 90° F).	Periodic	SI*	TMS 602-16 Table 4 Item 3f. * May be performed by the project inspector when specifically approved by DSA.
<input type="checkbox"/>	f. Test adhered veneer bond strength.	Test	LOR	1410.2.1; TMS 402 Article 12.3.2.4. (Field constructed mock-up laboratory tested in accordance with ASTM C482).

M3. POST-INSTALLED ANCHORS IN MASONRY:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect installation of post-installed anchors	See Notes	SI*	1617A.1.19, 1705A.4, Table 1705A.3 Item 4a (Continuous) & 4b (Periodic); ACI 318-14 Sections 17.8 & 26.13. * May be performed by the project inspector when specifically approved by DSA. (See Appendix (end of this form) for exemptions.)

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1705A.4; TMS 602-16, Tables 3 and 4.

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	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	b. Test post-installed anchors.	Test	LOR	1705A.4, 1910A.5. (See Appendix (end of this form) for exemptions.)

M4. OTHER MASONRY:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a.			

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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S/A1. STRUCTURAL STEEL, COLD-FORMED STEEL AND ALUMINUM USED FOR STRUCTURAL PURPOSES				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify identification of all materials and: • Mill certificates indicate material properties that comply with requirements. • Material sizes, types and grades comply with requirements.	Periodic	*	Table 1705A.2.1 Item 3a 3c. 2202A.1; AISI S100-20 Section A3.1 & A3.2, AISI S240-20 Section A3 & A5, AISI S220-20 Sections A4 & A6. * By special inspector or qualified technician when performed off-site.
<input checked="" type="checkbox"/>	b. Test unidentified materials	Test	LOR	2202A.1.
<input type="checkbox"/>	c. Examine seam welds of HSS shapes	Periodic	SI	DSA IR 17-3.
<input checked="" type="checkbox"/>	d. Verify and document steel fabrication per DSA-approved construction documents.	Periodic	SI	Not applicable to cold-formed steel light-frame construction, except for trusses (1705A.2.4).
<input type="checkbox"/>	e. Buckling restrained braces.	Test	LOR	Testing and special inspections in accordance with IR 22-4.

S/A2. HIGH-STRENGTH BOLTS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Verify identification markings and manufacturer's certificates of compliance conform to ASTM standards specified in the DSA-approved documents.	Periodic	SI	Table 1705A.2.1 Items 1a & 1b, 2202A.1; AISC 360-16 Section A3.3, J3.1, and N3.2; RCSC 2014 Section 1.5 & 2.1; DSA IR 17-8 & DSA IR 17-9.
<input type="checkbox"/>	b. Test high-strength bolts, nuts and washers.	Test	LOR	Table 1705A.2.1 Item 1c, 2213A.1; RCSC 2014 Section 7.2; DSA IR 17-8.
<input type="checkbox"/>	c. Bearing-type ("snug tight") connections.	Periodic	SI	Table 1705A.2.1 Item 2a, 1705A.2.6, 2204A.2; AISC 360-16 J3.1, J3.2, M2.5 & N5.6; RCSC 2014 Section 9.1; DSA IR 17-9.
<input type="checkbox"/>	d. Pretensioned and slip-critical connections.	*	SI	Table 1705A.2.1 Items 2b & 2c, 1705A.2.6, 2204A.2; AISC 360-16 J3.1, J3.2, M2.5 & N5.6; RCSC 2014 Sections 9.2 & 9.3; DSA IR 17-9. *"Continuous" or "Periodic" depends on the tightening method used.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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S/A3. WELDING:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Verify weld filler material identification markings per AWS designation listed on the DSA-approved documents and the WPS.	Periodic	SI	1705A.2.5, Table 1705A.2.1 Items 4 & 5; AWS D1.1 and AWS D1.8 for structural steel; AWS D1.2 for Aluminum; AWS D1.3 for cold-formed steel; AWS D1.4 for reinforcing steel; DSA IR 17-3.
<input type="checkbox"/>	b. Verify weld filler material manufacturer's certificate of compliance.	Periodic	SI	DSA IR 17-3.
<input type="checkbox"/>	c. Verify WPS, welder qualifications and equipment.	Periodic	SI	DSA IR 17-3.

S/A4. SHOP WELDING (IN ADDITION TO SECTION S/A3):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds.	Continuous	SI	Table 1705A.2.1 Items 5a.1 4; AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
<input type="checkbox"/>	b. Inspect single-pass fillet welds ≤ 5/16", floor and roof deck welds.	Periodic	SI	1705A.2.2, Table 1705A.2.1 Items 5a.5 & 5a.6; AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
<input type="checkbox"/>	c. Inspect welding of stairs and railing systems.	Periodic	SI	1705A.2.1; AISC 360-16 (and AISC 341-16 as applicable); AWS D1.1 & D1.3; DSA IR 17-3.
<input type="checkbox"/>	d. Verification of reinforcing steel weldability other than ASTM A706.	Periodic	SI	1705A.3.1; AWS D1.4; DSA IR 17-3. Verify carbon equivalent reported on mill certificates.
<input type="checkbox"/>	e. Inspect welding of reinforcing steel.	Continuous	SI	Table 1705A.2.1 Item 5b, 1705A.3.1, Table 1705A.3 Item 2, 1903A.8; AWS D1.4; DSA IR 17-3.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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Test or Special Inspection	Type	Performed By	Code References and Notes
S/A5. FIELD WELDING (IN ADDITION TO SECTION S/A3):			
Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/> a. Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds.	Continuous	SI	Table 1705A.2.1 Items 5a.1 4; AISC 360-16 (AISC 341-16 as applicable); DSA IR 17-3.
<input type="checkbox"/> b. Inspect single-pass fillet welds ≤ 5/16".	Periodic	SI	Table 1705A.2.1 Item 5a.5; AISC 360-16 (AISC 341-16 as applicable); DSA IR 17-3.
<input type="checkbox"/> c. Inspect end-welded studs (ASTM A-108) installation (including bend test).	Periodic	SI	2213A.2; AISC 360-16 (AISC 341-16 as applicable); AWS D1.1; DSA IR 17-3.
<input type="checkbox"/> d. Inspect floor and roof deck welds.	Periodic	SI	1705A.2.2, Table 1705A.2.1 Item 5a.6; AISC 360-16 (AISC 341-16 as applicable); AWS D1.3; DSA IR 17-3.
<input type="checkbox"/> e. Inspect welding of structural cold-formed steel.	Periodic	SI*	1705A.2.5; AWS D1.3; DSA IR 17-3. The quality control provisions of AISI S240-20 Chapter D shall also apply. * May be performed by the project inspector when specifically approved by DSA.
<input type="checkbox"/> f. Inspect welding of stairs and railing systems.	Periodic	SI*	1705A.2.1; AISC 360-16 (AISC 341-16 as applicable); AWS D1.1 & D1.3; DSA IR 17-3. * May be performed by the project inspector when specifically approved by DSA.
<input type="checkbox"/> g. Verification of reinforcing steel weldability.	Periodic	SI	1705A.3.1; AWS D1.4; DSA IR 17-3. Verify carbon equivalent reported on mill certificates.
<input type="checkbox"/> h. Inspect welding of reinforcing steel.	Continuous	SI	Table 1705A.2.1 Item 5b, 1705A.3.1, Table 1705A.3 Item 2, 1903A.8; AWS D1.4; DSA IR 17-3.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	Test or Special Inspection	Type	Performed By	Code References and Notes
S/A6. NONDESTRUCTIVE TESTING:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Ultrasonic	Test	LOR	1705A.2.1, 1705A.2.5; AISC 341-16 J6.2, AISC 360-16 N5.5; AWS D1.1, AWS D1.8; DSA IR 17-2.
<input type="checkbox"/>	b. Magnetic Particle	Test	LOR	1705A.2.1, 1705A.2.5; AISC 341-16 J6.2, AISC 360-16 N5.5; AWS D1.1, AWS D1.8; DSA IR 17-2.
<input type="checkbox"/>	c.	Test	LOR	

S/A7. STEEL JOISTS AND TRUSSES:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Verify size, type and grade for all chord and web members as well as connectors and weld filler material; verify joist profile, dimensions and camber (if applicable); verify all weld locations, lengths and profiles; mark or tag each joist.	Continuous	SI	1705A.2.3, Table 1705A.2.3; AWS D1.1; DSA IR 22-3 for steel joists only. 1705A.2.4; AWS D1.3 for cold-formed steel trusses.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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Test or Special Inspection	Type	Performed By	Code References and Notes
S/A8. SPRAYED FIRE-RESISTANT MATERIALS:			
Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/> a. Examine structural steel surface conditions, inspect application, take samples, measure thickness and verify compliance of all aspects of application with DSA-approved documents.	Periodic	SI	1705A.15, 1705A.1, 1705A.2, 1705A.3, 1705A.4.
<input type="checkbox"/> b. Test density.	Test	LOR	1705A.15.1, 1705A.15.5, ASTM E736
<input type="checkbox"/> c. Bond strength adhesion/cohesion.	Test	LOR	1705A.15.1, 1705A.15.4, ASTM E605

S/A9. ANCHOR BOLTS AND ANCHOR RODS:			
Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/> a. Anchor Bolts and Anchor Rods	Test	LOR	Sample and test anchor bolts and anchor rods not readily identifiable per procedures noted in DSA IR 17-11.
<input type="checkbox"/> b. Threaded rod not used for foundation anchorage.	Test	LOR	Sample and test threaded rods not readily identifiable per procedures noted in DSA IR 17-11.

S/A10. STORAGE RACK SYSTEMS:			
Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/> a. Materials used, to verify compliance with one or more of the material test reports in accordance with the approved construction documents.	Periodic	SI	Table 1705A.13.7
<input type="checkbox"/> b. Fabricated storage rack elements.	Periodic	SI	1704A.2.5; Table 1705A.13.7

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	c. Storage rack anchorage installation.	Periodic	SI	ANSI/MH16.1 Section 7.3.2; Table 1705A.13.7
<input type="checkbox"/>	d. Completed storage rack system to indicate compliance with the approved construction documents.	Periodic	SI*	Table 1705A.13.7; * May be preformed by the project inspector when specifically approved by DSA.

S/A11. Other Steel				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a.			

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X1. OTHER:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Load test for identified product(s):	Test	LOR	1709A.2, 1709A.3. Testing is not required for: 1) a product with a valid evaluation service report per DSA IR A-5, or 2) a product that can be justified by structural calculation.
<input type="checkbox"/>	b. Installation torque for non-HS bolts	Continuous	SI*	Applicable to communication towers identified as Essential Service Facility Projects (ESFP). Calibrated wrench use required, verified by SI during installation. DSA Policy PL 18-01: Communication Towers, Poles and Buildings Utilized by State Agencies for Essential Services Communications.*EXCEPTION: Non-ESFP may use PI without need for notification to DSA.
<input type="checkbox"/>	c.			

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

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Exempt items given in DSA IR A-22 or the 2019 CBC (including DSA amendments) and those items identified below with a check mark by the design professional are NOT subject to DSA requirements for the structural tests / special inspections noted. **Items marked as exempt shall be identified on the approved construction documents.** The project inspector shall verify all construction complies with the approved construction documents.

	SOILS:
<input type="checkbox"/>	1. Deep foundations acting as a cantilever footing with a design based on minimum allowable pressures per CBC Table 1806A.2 and without a geotechnical report for the following cases: A) free standing sign or scoreboard, B) cell or antenna towers and poles less than 35'-0" tall (e.g., lighting poles, flag poles, poles supporting open mesh fences, etc.), C) single-story structure with dead load less than 5 psf (e.g., open fabric shade structure), or D) covered walkway structure with an apex height less than 10'-0" above adjacent grade.
<input type="checkbox"/>	2. Shallow foundations, etc. are exempt from special inspections and testing by a Geotechnical Engineer for the following cases: A) buildings without a geotechnical report and meeting the exception item #1 criteria in CBC Section 1803A.2 supported by native soil (any excavation depth) or fill soil (not exceeding 12" depth per CBC Section 1804A.6), B) soil scarification/recompaction not exceeding 12" depth, C) native or fill soil supporting exterior non-structural flatwork (e.g., sidewalks, site concrete ramps, site stairs, parking lots, driveways, etc.), D) unpaved landscaping and playground areas, or E) utility trench backfill.

	CONCRETE/MASONRY:
<input type="checkbox"/>	1. Post-installed anchors for the following: A) exempt non-structural components (e.g., mechanical, electrical, plumbing equipment - see item 7 for "Welding" in the Appendix below) given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) or B) interior nonstructural wall partitions meeting criteria listed in exempt item 3 for "Welding" in the Appendix below
<input type="checkbox"/>	2. Concrete batch plant inspection is not required for items given in CBC Section 1705A.3.3.2 subject to the requirements and limitations in that section.
<input checked="" type="checkbox"/>	3. Non-bearing non-shear masonry walls may be exempt from certain DSA masonry testing and special inspection items as allowed per DSA IR 21-1. Refer to construction documents for specific exemptions accordingly for each applicable wall condition.
<input type="checkbox"/>	4. Epoxy shear dowels in site flatwork and/or other non-structural concrete.

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

Application Number: 02-120987	School Name: Oak Ridge Elementary School	School District: Sacramento City Unified School District
DSA File Number: 34-53	Increment Number: 01	Date Created: 2023-05-25 15:28:43

CONCRETE/MASONRY:	
<input checked="" type="checkbox"/>	5. Testing of reinforcing bars is not required for items given in CBC Section 1910A.2 subject to the requirements and limitations in that section.

WELDING:	
<input type="checkbox"/>	1. Solid-clad and open-mesh fences, gates with maximum leaf span of 10', and gates with a maximum rolling section of 10' all having an apex height less than 8'-0" above lowest adjacent grade. When located above circulation or occupied space below, these gates/fences are not located within 1.5x gate/fence height (max 8'-0") to the edge of floor or roof.
<input type="checkbox"/>	2. Handrails, guardrails, and modular or relocatable ramps associated with walking surfaces less than 30" above adjacent grade (excluding post base connections per the 'Exception' language in Section 1705A.2.1); fillet welds shall not be ground flush.
<input type="checkbox"/>	3. Non-structural interior cold-formed steel framing spanning less than 15'-0", such as in interior partitions, interior soffits, etc. supporting only self weight and light-weight finishes or adhered tile, masonry, stone, or terra cotta veneer no more than 5/8" thickness and apex less than 20'-0" in height and not over an exit way. Maximum tributary load to a member shall not exceed the equivalent of that occurring from a 10'x10' opening in a 15' tall wall for a header or king stud.
<input type="checkbox"/>	4. Manufactured support frames and curbs using hot rolled or cold-formed steel (i.e., light gauge) for mechanical, electrical, or plumbing equipment weighing less than 2000# (equipment only) (connections of such frames to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above).
<input type="checkbox"/>	5. Manufactured components (e.g., Tolco, B-Line, Afcon, etc.) for mechanical, electrical, or plumbing hanger support and bracing (connections of such components to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above).
<input type="checkbox"/>	6. TV Brackets, projector mounts with a valid listing (see DSA IR A-5) and recreational equipment (e.g., playground structures, basketball backstops, etc.) (connections of such elements to superstructure elements using welding will require special inspection as noted in selected item(s) for sections S/A3, S/A4 and/or S/A5 located in the Steel/Aluminum category of listing above).
<input type="checkbox"/>	7. Any support for exempt non-structural components given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) meeting the following: A) when supported on a floor/roof, <400# and resulting composite center of mass (including component's center of mass) ≤4' above supporting floor/roof, B) when hung from a wall or roof/floor, <20# for discrete units or <5 plf for distributed systems.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS(SIGNATURE), 2022 CBC

Application Number: 02-120987	School Name: Oak Ridge Elementary School	School District: Sacramento City Unified School District
DSA File Number: 34-53	Increment Number: 01	Date Created: 2023-05-25 15:28:43

Name of Architect or Engineer in general responsible charge:

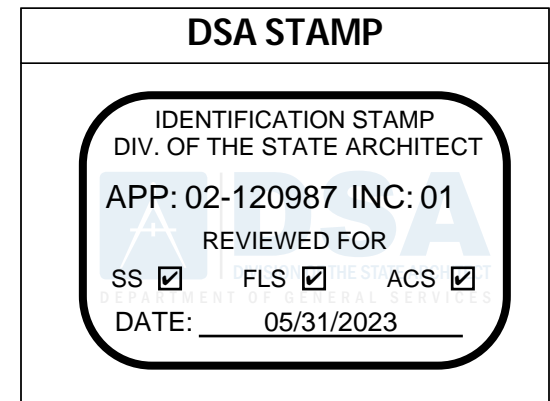
Brian J. Maytum

Name of Structural Engineer (When structural design has been delegated):

n/a

Signature of Architect or Structural Engineer:  Date: 05/25/2023

Note: To facilitate DSA electronic mark-ups and identification stamp application, DSA recommends against using secured electronic or digital signatures.



DSA 103-22: LIST OF REQUIRED VERIFIED REPORTS, CBC 2022

Application Number: 02-120987	School Name: Oak Ridge Elementary School	School District: Sacramento City Unified School District
DSA File Number: 34-53	Increment Number: 01	Date Created: 2023-05-25 15:28:43

1. Soils Testing and Inspection: Geotechnical Verified Report Form DSA 293

2. Structural Testing and Inspection: Laboratory Verified Report Form DSA 291

3. Concrete Batch Plant Inspection: Laboratory Verified Report Form DSA 291

4. Masonry Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

5. Shop Welding Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292



**ENTEK
CONSULTING GROUP, INC.**

4200 Rocklin Road, Suite 7, Rocklin, CA 95677 Phone (916) 632-6800 Fax (916) 632-6812 www.entekgroup.com

**HAZARDOUS MATERIALS SURVEY
FINAL REPORT**

OWNER/CLIENT

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

CONTACT

**Mr. Brendin Swanson, Manager III Facilities Project Manager
Facilities Management, Maintenance & Operations, and Resource
Management**

SURVEY ADDRESS

**Oak Ridge Elementary School
4501 Martin Luther King Jr. Blvd
Sacramento, CA 95820**

BUILDING(S) SURVEYED

**Full Campus Survey
Campus Demolition Project**

PREPARED BY

**Blake Howes
CAC #13-5015 & CDPH #I/A 3315
Entek Consulting Group, Inc.
4200 Rocklin Road, Suite 7
Rocklin, CA 95677**

Entek Project #23-6621

May 3, 2023



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Executive Summary

The United States Environmental Protection Agency, National Emission Standards for Hazardous Air Pollutants (US EPA NESHAP), 40 CFR Part 61 - Nov. 20, 1990, requires an owner or operator of a demolition or renovation project to thoroughly inspect the affected facility or part of the facility where the demolition or renovation operation will occur for the presence of asbestos-containing materials (ACM) prior to the commencement of that project.

This inspection report was requested by Mr. Isaac White, Construction Manager with Innovative Construction Services (ICS) on behalf of Mr. Brendin Swanson, Manager III Facilities Project Manager with the Facilities Management, Maintenance & Operations, and Resource Management department for the Sacramento City Unified School District (SCUSD).

The purpose of the inspection was to comply with US EPA NESHAP requirements and the Sacramento Metropolitan Air Quality Management District (SMAQMD) which has jurisdiction for this project site to determine if asbestos containing materials are present which may be impacted during an upcoming project, which will include all buildings currently located at Oak Ridge Elementary School, 4501 Martin Luther King Jr. Blvd in Sacramento, California. All existing structures at the site will be demolished and a new campus constructed.

Materials were also tested for lead content for compliance with Cal/OSHA lead in construction regulations. It is our understanding the school was originally constructed in the 1960's.

The attached drawings show approximate sample locations and also identify those bulk sample materials analyzed and found to contain asbestos greater than 1% with a (+) after the sample number. Materials analyzed and found to contain less than 1% asbestos or reported as none detected have a (-) after each sample number.

Materials are classified in the tables of this report as regulated asbestos containing material (RACM), Category I (CAT-I) or Category II (CAT-II) ACM, or asbestos containing construction material (ACCM), which included collecting multiple samples of some materials. Contractors and other individuals who view the sample locations and associated results indicated with either a (-) or a (+) on the drawing to make determinations take the risk of misidentifying a material and may arrive at determinations which are in direct conflict with the written findings of this report. This use of the drawing and the information provided on it relating to individual sample results in determining if a material does or does not contain asbestos is not recommended.

This is a summary of the report. The report must be read in its entirety, and the reader must review all the detailed information provided in the body of the report prior to making any interpretations, or conclusions pertaining to the information. Any conclusions made by the reader about the information provided in the body of this report which are contradictory or not included in this report are the responsibility of the reader.

Asbestos

On April 5-6, 2023 Entek conducted a survey specific to areas designated by the Owner which included all interior and exterior areas of all buildings at the Oak Ridge Elementary campus.

The results of testing for asbestos during this survey indicate asbestos is present in multiple materials throughout the campus. A quick summary is detailed in the following bullet points, with specifics pertaining to individual materials found in later sections of this report.

Materials Found or Assumed to Contain Asbestos:

Administration/MPR Building

- Black mastic associated with carpet flooring - Admin area
- Black mastic associated with 12" vinyl floor tile - Admin area & storage
- Black mastic associated with 6" red clay tile - Kitchen area addition
- Roofing debris in attic spaces - Admin area, hallways, kitchen area

Rooms 5-8

- Green 9" vinyl floor tile & black mastic - Rooms 5-7
- Beige 9" & 12" vinyl floor tile & black mastic - Room 8
- Roofing debris in attic spaces - Rooms 5-8

East Restroom/Storage Building

- Beige 12" vinyl floor tile & black mastic - South large storage room & small restroom
- Black mastic associated with 12" vinyl floor tile - North large & small storage rooms
- Sheet vinyl flooring & black mastic - Small restroom associated with north large storage room
- Roofing debris in attic spaces - Throughout

Room 31-34

- Green 9" vinyl floor tile & black mastic - Rooms 31-34 (Sublayer in room 34)
- Roofing debris in attic spaces - Rooms 31-34

Rooms 1-4

- White sheet vinyl flooring - Room 2 restroom (sublayer)
- Gray vinyl floor tile - Room 2 restroom vestibule (sublayer)
- Beige vinyl floor tile - Room 2 entry (sublayer)
- Green 9" vinyl floor tile & black mastic - Room 2 restroom/storage area
- Light Brown 9" vinyl floor tile & black mastic - Room 4 entry & restroom vestibule
- Gray vinyl floor tile & black mastic - Room 1 restroom vestibule (sublayer)
- Brown base cove mastic - Rooms 1-4
- Composition Asphalt Rolled Roofing - Throughout building roof

(Due to the extensive nature of multiple types of flooring in and around the restrooms, restroom vestibules, storage rooms, and entry areas, Entek recommends all sheet vinyl and vinyl floor tile and associated black mastics in Rooms 1-4 be treated as asbestos material)

South Restroom Building

- Drywall & joint compound - Throughout (known to exist on ceiling, assumed to exist beneath plastic wall panels)

Rooms 9-15

- Black mastic associated with gray vinyl floor tile - Room 10 (sublayer)
 - Light Brown 9" vinyl floor tile & black mastic - Rooms 11-13 (sublayer in most places)
 - Brown streaked 12" vinyl floor tile & black mastic - Room 14
 - Black mastic associated with gray vinyl floor tile - Room 15 (sublayer)
- (Please note all flooring substrate is plywood throughout these rooms)

Portables 16-18

- NONE

Portables 19-20

- NONE

Portables 21-22

- NONE

Portables 23-25

- NONE

Portables 26-28

- NONE

Rooms 29-30

- NONE

Lead

Entek investigated existing paints and applied coatings in an effort to determine if lead was present in these materials. The materials detailed in the following list were all found or assumed to contain more than 5,000 parts per million (ppm) lead and are classified as lead-based paint (LBP). If more than 100 square feet of these materials are impacted by a "trigger task", prior notification to Cal/OSHA will be required.

- Beige colored paint - Metal window frames
- Blue colored paint - Metal round support columns at covered walkways
- Blue colored paint - Wood beams and ceiling deck at covered walkways
- Blue colored paint - Doors & Frames
- Light blue colored paint - Wood casework
- Tan colored paint - Interior plaster walls
- Beige colored paint - Wood window frames

The paints detailed in the following list were determined to contain lead in amounts less than 5,000 ppm and are classified as lead containing paint (LCP). Any work designated by California Occupational Safety Health Administration (Cal/OSHA) as a "trigger task" which will impact these paints, coatings, or materials must be done by properly trained personnel, in compliance with all lead related Cal/OSHA regulations and requirements.

- Blue colored paint - Wood fascia
- White colored paint - Wood interior wall panels
- Beige colored paint - Metal exterior frames of portable 25
- Beige colored paint - Interior plaster

The paints detailed in the following list were determined not to contain lead above the analysis method detection limit of 100 ppm.

- Blue colored paint - Metal gutters
- Beige colored paint - Exterior stucco
- Beige colored paint - Exterior cementitious wall panels
- Blue colored paint - Exterior metal hand rails
- Beige colored paint - Exterior wood wall panels of portables
- Tan colored paint - Interior wood wainscot in MPR
- Blue colored paint - Interior wood base boards in admin hallways

Other Hazardous Materials

Entek did not specifically inspect for mercury containing fluorescent light tubes or light ballast which may contain polychlorinated biphenyls (PCBs) or equipment or systems which may contain Freon or other fluorocarbons. However, due to the age of the school, information pertaining to these materials is included in this report for your use and reference.

Introduction

This report presents results of an asbestos and lead survey performed by Entek which included all accessible interior and exterior areas of all buildings for an upcoming demolition project at Oak Ridge Elementary School located at 4501 Martin Luther King Jr. Blvd in Sacramento, California. It is our understanding all currently existing structures will be demolished.

The inspection was conducted by Mr. Blake Howes and Mr. Jose Hernandez on April 4-5, 2023. Mr. Howes and Mr. Hernandez are Cal/OSHA Certified Asbestos Consultants (CAC) and State of California Department of Public Health (CDPH) certified Lead Inspector/Assessors.

This report was requested by Mr. Isaac White, Construction Manager with Innovative Construction Services (ICS) on behalf of Mr. Brendin Swanson, Manager III Facilities Project Manager with the Facilities Management, Maintenance & Operations, and Resource Management department for the Sacramento City Unified School District (SCUSD).

Building Descriptions & General Discussion

For the purposes of this survey, the Oak Ridge Elementary School campus has been divided up into 13 distinct buildings or sections. These buildings or section are referred to as follows:

- 1) Administration/MPR Building
- 2) Rooms 5-8
- 3) East Restroom/Storage Building
- 4) Rooms 31-34
- 5) South Restroom Building
- 6) Rooms 1-4
- 7) Rooms 9-15
- 8) Portables 16-18
- 9) Portables 19-20
- 10) Portables 21-22
- 11) Portables 23-25
- 12) Portables 26-28
- 13) Rooms 29-30

Interior finish materials found throughout this campus include carpet, vinyl floor tiles, sheet vinyl flooring, rubber vinyl base cove, drywall, plaster, clay tile, wood or fiberboard wall panels, and acoustic ceiling tiles.

Exterior finish materials include stucco, plaster, concrete, cementitious and metal components. Many exterior windows at rooms 31-34 are panes set into frames with glazing putty. Most other windows have been replaced with aluminum framed systems. Roof systems are rolled asphaltic, single ply membrane, or metal. Mechanical systems are roof and wall mounted HVAC units.

The administration/MPR building along with classrooms 5-8 & 31-34, and the east restroom/storage building are connected together with a common roof system. This common building and the building with rooms 1-4 are the original campus buildings. Rooms 9-15, 23-25, and 29-30 are older style portable or modular buildings.

A large underground pipe chase is visible starting in the old boiler room located at the far northwest corner of the admin/MPR building. All pipes associated with the chase, including elbows and straight runs were found to be fiberglass. Investigation of the chase was only made up to the first 90 degree turn as access was extremely limited. It is unknown at this time if suspect pipe insulation is present in this sub-grade concrete chase which appears to follow the main hallways in the admin/MPR building.

The ceiling of the multi-purpose room appears to have been removed and replaced with a newer metal truss system. This newer ceiling has visible 12" acoustic tile glued onto drywall with drywall present in the attic space at perimeter walls as well. No roofing debris is present in this attic space, as all original ceiling and insulation material was removed.

The substrate of rooms 9-15 is plywood, and asbestos containing black floor mastic is present throughout this area.

Asbestos Inspection and Sample Collection Protocols

Entek included targeted interior and exterior areas of the buildings included in this report, but used only limited methods to look within enclosed wall or ceiling cavities during this investigation. Entek did include all suspect materials observed in, on, or associated with the areas included in this report.

Bulk samples were collected of various materials suspected to contain asbestos by utilizing a power drill and coring tube, cutting the materials with a razor knife, or use of other appropriate hand tools.

Surfacing materials were collected in a statistically random manner representative of the associated homogenous area as required in 40 CFR Part 763, Asbestos-Containing Materials in Schools; Final Rule and Notice, published October 30, 1987 and the Sacramento Metropolitan Air Quality Management District (SMAQMD) Compliance Assistance Advisory published in June 2010.

Miscellaneous materials were collected from each homogenous area in a manner sufficient to determine whether the material is or is not ACM as required in 40 CFR Part 763, Asbestos-Containing Materials in Schools; Final Rule and Notice, published October 30, 1987.

Approximate locations of all samples collected during this inspection are indicated on the "Bulk Asbestos Material Analysis Request Form for Entek", which served as the chain of custody for the samples, and on the building diagrams attached to this report.

Asbestos Bulk Sample Results

There were several materials observed which are considered "suspect" under US EPA guidelines. Under current US EPA guidelines for conducting building inspections for ACM, all "suspect" materials must be assumed to contain asbestos until otherwise determined by laboratory testing.

The samples of materials suspected of containing asbestos were submitted to Asbestech, a laboratory located in Rancho Cordova, California. These samples were subsequently analyzed by polarized light microscopy (PLM) with dispersion staining.

The US EPA NESHAP and SMAQMD uses the terms Regulated Asbestos Containing Material (RACM), Category I, and Category II when identifying materials which contain asbestos in amounts greater than 1%. Cal/OSHA uses the term ACCM which indicates a manufactured construction material contains greater than 0.1% asbestos by weight by the PLM method. This definition can be found in Title 8, 1529.

All samples found to contain <1% asbestos by PLM analysis which are not identified as containing >1% asbestos, classified as RACM, CAT-I, or CAT-II materials in the following results tables were additionally analyzed using the 400 point count (PC) method with analysis by PLM. This additional analysis is required by NESHAP and enforced by SMAQMD. The PC method analysis results were used only to verify a material did not contain >1% asbestos as a single layer material, or as a composite result which is provided

for materials such as sheet rock/drywall and joint compound used for wall/ceiling systems. A result reported as none detected or “trace” by the PC method only verified the initial PLM result of <1% and shall not be used to determine the identified material does not contain asbestos. Copies of Asbestech’s laboratory reports and accreditations are attached.

Neither OSHA or Cal/OSHA allow for composite sampling of wall system materials, and neither address the use of the PC method to confirm a material identified as containing <1% asbestos by the PLM method either contains <1% asbestos or is non-detected for asbestos. As a result, reporting of the asbestos content related to a composited material such as sheet rock/drywall and joint compound does not apply to determining if a material is or is not an ACM by OSHA or an ACCM by Cal/OSHA.

A total of 298 bulk samples were collected of all the materials considered to be "suspect" which were observed during this investigation. Some of those samples contained multiple layers which were individually analyzed to determine their asbestos content. Analysis of all samples collected was by PLM with dispersion staining. Results of the analysis are listed in the following tables, broken out by materials found or assumed to be present in each building:

Suspect Materials Found or Assumed TO Contain Asbestos Administration/MPR Building					
Sample ID#’s	Suspect Material	Asbestos Content/Type (%) by PLM	Location	NESHAP Classification	Total Estimated Quantity
01A-C	Black Carpet Mastic, Yellow Carpet Mastic	1-2% CHRYSOTILE (Black Mastic) NONE DETECTED (Yellow Mastic)	Beneath Carpet Throughout Administration Area & Offices	CAT-I	900 Sq.
02A-B	Blue/Gray Mottled 12" Vinyl Floor Tile, Yellow Mastic, Black Mastic	NONE DETECTED (Floor Tile) NONE DETECTED (Yellow Mastic) 1-2% CHRYSOTILE (Black Mastic)	Admin Area Storage Room	CAT-I	50 Sq.
04A-B	Blue/Gray Mottled 12" Vinyl Floor Tile, Yellow Mastic, Black Mastic	NONE DETECTED (Floor Tile) NONE DETECTED (Yellow Mastic) 1-2% CHRYSOTILE (Black Mastic)	Admin Area Entry	CAT-I	50 Sq.
13B	Red 6" Clay Floor Tile, Brown Grout & Mortar, Black Mastic	NONE DETECTED (Clay Tile) NONE DETECTED (Grout & Mortar) >1% CHRYSOTILE (Black Mastic)	Kitchen Area Addition	CAT-I	250 Sq.
Please note sample 13B was not confirmed to contain <1% asbestos via 400 point count analysis and must be assumed to contain >1% asbestos for removal and disposal purposes.					

Suspect Materials Found or Assumed TO Contain Asbestos Administration/MPR Building					
Sample ID#'s	Suspect Material	Asbestos Content/Type (%) by PLM	Location	NESHAP Classification	Total Estimated Quantity
24A-E 36A-C 49A-B 59A-B	Roofing Debris, Black Felt, Silver Paint	NONE DETECTED (Black Debris) 20-30% CHRYSOTILE (Black Felt) NONE DETECTED (Silver Paint)	Attic Spaces over Admin Area, Hallways, Kitchen	CAT-I	3,500 Sq.
Please see sample series 03, 05-12, 14-23, 62-63, & 173 in Appendix A for materials found not to contain asbestos in this area					

Suspect Materials Found or Assumed TO Contain Asbestos Rooms 5-8					
Sample ID#'s	Suspect Material	Asbestos Content/Type (%) by PLM/PC	Location	NESHAP Classification	Total Estimated Quantity
26A-C	Green 9" Vinyl Floor Tile, Black Mastic	1-5% CHRYSOTILE (Floor Tile)	Rooms 5-7	CAT-I	2,700 Sq.
		1-5% CHRYSOTILE (Black Mastic)		CAT-I	2,700 Sq.
29A	Beige Streaked 9" Vinyl Floor Tile, Black Mastic	1-2% CHRYSOTILE (Floor Tile) 1-5% CHRYSOTILE (Black Mastic)	Room 8	CAT-I CAT-I	900 Sq. Total Floor Tile
30A-B	Beige Streaked 12" Vinyl Floor Tile, Black Mastic	1-2% CHRYSOTILE (Floor Tile) 1-2% CHRYSOTILE (Black Mastic)	Room 8	CAT-I CAT-I	900 Sq. Total Mastic
24A-E 36A-C 49A-B 59A-B	Roofing Debris, Black Felt, Silver Paint	NONE DETECTED (Black Debris) 20-30% CHRYSOTILE (Black Felt) NONE DETECTED (Silver Paint)	Attic Spaces over Rooms 5-8	CAT-I	3,600 Sq.
Please see sample series 25, 27-28, 31-35, 62-63, & 173 in Appendix A for materials found not to contain asbestos in this area					

Suspect Materials Found or Assumed TO Contain Asbestos East Restroom/Storage Building					
Sample ID#'s	Suspect Material	Asbestos Content/Type (%) by PLM	Location	NESHAP Classification	Total Estimated Quantity
39A-B	Light Brown Streaked 9" Vinyl Floor Tile, Yellow Mastic, Black Mastic	1-2% CHRYSOTILE (Floor Tile)	South Large Storage Room & Small Restroom	CAT-I	200 Sq.
		NONE DETECTED (Yellow Mastic)			
		1-2% CHRYSOTILE (Black Mastic)		CAT-I	200 Sq.
40A-B	Dark Brown Mottled 12" Vinyl Floor Tile, Yellow Mastic, Black Mastic	NONE DETECTED (Floor Tile)	North Large Storage Rooms		400 Sq.
		NONE DETECTED (Yellow Mastic)			
		1-5% CHRYSOTILE (Black Mastic)		CAT-I	
41A	Yellow Pebble Sheet Vinyl Flooring, Black Mastic, Yellow Mastic	15-20% CHRYSOTILE (Sheet Vinyl)	Small Restroom at North Large Storage Room	RACM	50 Sq.
		1-5% CHRYSOTILE (Black Mastic)			
		NONE DETECTED (Yellow Mastic)		CAT-I	50 Sq.
24A-E 36A-C 49A-B 59A-B	Roofing Debris, Black Felt, Silver Paint	NONE DETECTED (Black Debris)	Attic Space over All Rooms		1,000 Sq.
		20-30% CHRYSOTILE (Black Felt)			
		NONE DETECTED (Silver Paint)		CAT-I	
Please see sample series 37-38, 42-48, 62-63, & 173 in Appendix A for materials found not to contain asbestos in this area					

Suspect Materials Found or Assumed TO Contain Asbestos Rooms 31-34					
Sample ID#'s	Suspect Material	Asbestos Content/Type (%) by PLM	Location	NESHAP Classification	Total Estimated Quantity
51A-C 54A-B	Green 9" Vinyl Floor Tile, Black Mastic, Yellow Mastic	1-5% CHRYSOTILE (Floor Tile) 1-5% CHRYSOTILE (Black Mastic) NONE DETECTED (Yellow Mastic)	Rooms 31-34 (Beneath Carpet & Sheet Vinyl in Room 34)	CAT-I CAT-I	3,600 Sq. 3,600 Sq.
24A-E 36A-C 49A-B 59A-B	Roofing Debris, Black Felt, Silver Paint	NONE DETECTED (Black Debris) 20-30% CHRYSOTILE (Black Felt) NONE DETECTED (Silver Paint)	Attic Space over Rooms 31-34	CAT-I	3,600 Sq.
Please see sample series 50, 52-53, 55-58, 60-63, & 173 in Appendix A for materials found not to contain asbestos in this area					

Suspect Materials Found or Assumed TO Contain Asbestos Rooms 1-4					
Sample ID#'s	Suspect Material	Asbestos Content/Type (%) by PLM	Location	NESHAP Classification	Total Estimated Quantity
68A	Gray Stone Pattern Sheet Vinyl, Yellow Mastic 1, White Sheet Vinyl, Yellow Mastic 2	NONE DETECTED (Gray Sheet Vinyl) NONE DETECTED (Yellow Mastic 1) 15-20% CHRYSOTILE (White Sheet Vinyl) NONE DETECTED (Yellow Mastic 2)	Room 2, Child Restroom (Sublayer of Visible Flooring)	RACM	40 Sq.
70A	Gray Vinyl Floor Tile (Bottom Layer), Yellow Mastic	1-2% CHRYSOTILE (Floor Tile) NONE DETECTED (Yellow Mastic)	Room 2 Restroom Vestibule (Sublayer of Visible Flooring)	CAT-I	100 Sq.
72A	Beige Vinyl Floor Tile (Bottom Layer), Black Mastic, Yellow Mastic	1-2% CHRYSOTILE (Floor Tile) NONE DETECTED (Yellow Mastic) NONE DETECTED (Black Mastic)	Room 2 Entry (Sublayer of Visible Flooring)	CAT-I	100 Sq.

Suspect Materials Found or Assumed TO Contain Asbestos Rooms 1-4					
Sample ID#'s	Suspect Material	Asbestos Content/Type (%) by PLM	Location	NESHAP Classification	Total Estimated Quantity
73A	Green 9" Vinyl Floor Tile, Black Mastic, Yellow Mastic	1-5% CHRYSOTILE (Floor Tile)	Room 2 Restroom Area Storage	CAT-I	40 Sq.
		1-5% CHRYSOTILE (Black Mastic) NONE DETECTED (Yellow Mastic)		CAT-I	40 Sq.
76A-B	Light Brown Streaked 9" Vinyl Floor Tile, Black Mastic, Yellow Mastic	1-2% CHRYSOTILE (Floor Tile)	Room 4 Restroom Vestibule & Entry	CAT-I	200 Sq.
		1-5% CHRYSOTILE (Black Mastic) NONE DETECTED (Yellow Mastic)		CAT-I	200 Sq.
77A	Gray Vinyl Floor Tile (Bottom Layer), Black Mastic Yellow Mastic	1-2% CHRYSOTILE (Floor Tile)	Room 1 Restroom Vestibule (Sublayer of Visible Flooring)	CAT-I	100 Sq.
		1-5% CHRYSOTILE (Black Mastic) NONE DETECTED (Yellow Mastic)			100 Sq.
Please note that due to the large amount of different flooring materials found in rooms 1-4 at entry areas, restroom, restroom vestibules, and possible other areas of flooring, Entek recommends treating all vinyl floor tile and associated black mastic as asbestos containing in this entire classroom block. Estimated square footage of entire area is 4,800 square feet.					
81A	Gray 4" Vinyl Base Cove, Yellow Mastic, Tan Mastic, Brown Mastic	NONE DETECTED (Base Cove) NONE DETECTED (Yellow Mastic) NONE DETECTED (Tan Mastic) >1% FIBROUS TREMOLITE (Brown Mastic)	Rooms 1-4	CAT-II	200 Sq.
Please note sample 81A was not confirmed to contain <1% asbestos via 400 point count analysis and must be assumed to contain >1% asbestos for removal and disposal purposes.					
87A-B	Composition Asphalt Rolled Roofing, Black Felt	NONE DETECTED (Asphalt Roofing) 20-30% CHRYSOTILE (Black Felt)	All Roof Areas	CAT-I	6,000 Sq.
Please see sample series 64-67, 69, 71, 74-75, 78-80, 82-86, & 88 in Appendix A for materials found not to contain asbestos in this area					

Suspect Materials Found or Assumed TO Contain Asbestos South Restroom Building					
Sample ID#'s	Suspect Material	Asbestos Content/Type (%) by PLM	Location	NESHAP Classification	Total Estimated Quantity
92A	Drywall & Joint Compound	NONE DETECTED (Drywall) <1% CHRYSOTILE (Joint Compound 1) <1% CHRYSOTILE (Joint Compound 2) <1% CHRYSOTILE (Composite)	Ceilings (Assumed to also be present behind plastic wall panels at walls)	Cal/OSHA ACCM Confirmed by 400 Point Count Analysis	2,000 Sq.
Please see sample series 89-91 & 93-97 in Appendix A for materials found not to contain asbestos in this area					

Suspect Materials Found or Assumed TO Contain Asbestos Rooms 9-15					
Sample ID#'s	Suspect Material	Asbestos Content/Type (%) by PLM	Location	NESHAP Classification	Total Estimated Quantity
102A 110A	Gray Vinyl Floor Tile, Black Mastic, Yellow Mastic	NONE DETECTED (Floor Tile) 1-2% CHRYSOTILE (Black Mastic) NONE DETECTED (Yellow Mastic)	Rooms 10 & 15 (Beneath Carpet & Visible Tile)	CAT-I	1,800 Sq.
104A 105A-B 106A	Light Brown 9" Vinyl Floor Tile, Black Mastic	1-5% CHRYSOTILE (Floor Tile) 1-5% CHRYSOTILE (Black Mastic) NONE DETECTED (Yellow Mastic)	Rooms 11-13 (Beneath Visible Flooring in Most Areas)	CAT-I CAT-I	2,700 Sq. 2,700 Sq.
108A	Brown Streaked 12" Vinyl Floor Tile, Black Mastic, Yellow Mastic	1-2% CHRYSOTILE (Floor Tile) 1-5% CHRYSOTILE (Black Mastic) NONE DETECTED (Yellow Mastic)	Room 14	CAT-I CAT-I	900 Sq. 900 Sq.
N/a	Roofing Debris	UNKNOWN	Rooms 9-15 in Attic Spaces	CAT-I	Unknown if Present
PLEASE NOTE THE SUBSTRATE IN ROOMS 9-15 IS PLYWOOD FLOORING					
Please see sample series 98-101, 103, 107, 109, & 111-116 in Appendix A for materials found not to contain asbestos in this area					

Suspect Materials Found or Assumed TO Contain Asbestos Portables 16-18					
Sample ID#'s	Suspect Material	Asbestos Content/Type (%) by PLM	Location	NESHAP Classification	Total Estimated Quantity
None	None	None	None	None	None
Please see sample series 117-124 in Appendix A for materials found not to contain asbestos in this area					

Suspect Materials Found or Assumed TO Contain Asbestos Portables 19-20					
Sample ID#'s	Suspect Material	Asbestos Content/Type (%) by PLM	Location	NESHAP Classification	Total Estimated Quantity
None	None	None	None	None	None
Please see sample series 125-130 in Appendix A for materials found not to contain asbestos in this area					

Suspect Materials Found or Assumed TO Contain Asbestos Portables 21-22					
Sample ID#'s	Suspect Material	Asbestos Content/Type (%) by PLM	Location	NESHAP Classification	Total Estimated Quantity
None	None	None	None	None	None
Please see sample series 131-143 in Appendix A for materials found not to contain asbestos in this area					

Suspect Materials Found or Assumed TO Contain Asbestos Portables 23-25					
Sample ID#'s	Suspect Material	Asbestos Content/Type (%) by PLM	Location	NESHAP Classification	Total Estimated Quantity
None	None	None	None	None	None
Please see sample series 144-154 in Appendix A for materials found not to contain asbestos in this area					

Suspect Materials Found or Assumed TO Contain Asbestos Portables 26-28					
Sample ID#'s	Suspect Material	Asbestos Content/Type (%) by PLM	Location	NESHAP Classification	Total Estimated Quantity
None	None	None	None	None	None
Please see sample series 155-159 in Appendix A for materials found not to contain asbestos in this area					

Suspect Materials Found or Assumed TO Contain Asbestos Rooms 29-30					
Sample ID#'s	Suspect Material	Asbestos Content/Type (%) by PLM	Location	NESHAP Classification	Total Estimated Quantity
None	None	None	None	None	None
Please see sample series 160-172 in Appendix A for materials found not to contain asbestos in this area					

NOTE: Any CAT-I or CAT-II materials identified in the previous tables which will be subjected to mechanical removal, must be considered RACM for the purposes of notification to SMAQMD and classification of waste. Removal of any CAT-I or CAT-II materials prior to demolition of a building is dependent upon how the materials will be impacted and if the impact will cause the materials to become friable. If any remaining CAT-I or CAT-II materials will become friable they must be removed prior to the initiation of demolition.

NOTE: Cal/OSHA regulates all materials containing greater than 0.1% asbestos. As a result, impact to materials identified as ACCM and ACM must be performed by properly asbestos trained personnel utilizing appropriate personal protection, work practices, as well as, properly constructed and demarcated work areas or containments, in accordance with Cal/OSHA asbestos regulations.

All sample number noted in the tables above start with ECG-23-6621-

The tables above provide an estimate of the amount of materials in square feet (Sq.) or linear feet (Ln.). Contractors are responsible for quantifying the exact quantity of materials impacted by the renovation or demolition and shall not rely on the quantities in the above tables.

US EPA AHERA uses three terms when determining the classification of a material for the purpose of sampling. These terms include miscellaneous, surfacing, and thermal system insulation (TSI).

Miscellaneous materials are building materials on structural components, structural members or fixtures, such as floor and ceiling tiles, and does not include surfacing material or TSI.

Surfacing materials are materials that are sprayed-on, troweled-on, or otherwise applied to surfaces, such as acoustical plaster on ceiling and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes.

TSI is material applied to pipes, fittings, boilers, breeching, tanks, ducts, or other structural components to prevent heat loss or gain, water condensation, or for other purposes.

The information provided in the tables of this report are for use by the Owner in determining where asbestos containing materials are located, and whether or not any future work may impact those materials. The information is also provided for use by any contractor who may perform work in areas impacting the materials listed in this report, and for use as appropriate by asbestos abatement contractors to provide costs related to work impacting

ACM.

Any building materials which are considered “suspect” for containing asbestos which have not been identified in this report must be assumed to contain asbestos in amounts >1% until properly investigated and/or tested.

Materials commonly excluded from being suspected for containing asbestos include, but are not limited to: unwrapped pink and yellow fiberglass insulating materials or products, foam insulation, bare concrete, wood, metal, plastic, or glass. All other types of building materials or coatings on the materials listed above are commonly listed as “suspect” and must be tested prior to impact by a Contractor. Work impacting these untested or newly discovered materials must cease until an investigation can be completed.

Asbestos Regulatory Requirements

US EPA

The property included in this survey report is located in Sacramento County. Sacramento Metropolitan Air Quality Management District (SMAQMD) has been given authority for enforcement of the NESHAP regulations by means of their own rules (Rule 902 Asbestos).

A demolition is the wrecking, taking out, or burning of any load supporting structural member. A renovation is everything else. Ten day written notification to the SMAQMD is required prior to the performance of any demolition project regardless of asbestos being present or not. This notification would also apply to any renovation project which involves the wrecking, taking out, or burning of any load bearing structural member during a renovation as well.

There is a sufficient amount of ACM present to require a 10 day notification to the SMAQMD be submitted prior to starting work which will impact materials identified as RACM or CAT-I and CAT-II materials if they are made friable through mechanical means of removal. If more than 160 square feet, 260 linear feet or 35 cubic feet of RACM is planned for removal on the project, formal written notification to SMAQMD is required.

Cal/OSHA

Disturbance of any ACM or ACCM could generate airborne asbestos fibers and would be regulated by Cal/OSHA. Cal/OSHA worker health and safety regulations apply during any disturbance of ACM or ACCM by a person while in the employ of another. This is true regardless of friability or quantity disturbed.

Since it has been estimated more than 100 square feet of ACCM and ACM does exist and will be impacted during the upcoming project, a licensed asbestos contractor, certified by the State of California, and registered with Cal/OSHA is required to perform the asbestos related removal work.

For compliance with Title 8, Section 341.9, the asbestos contractor must send written notice at least one day (24 hours) prior to start of any work which will impact any amount of asbestos to the local office for the State of California, Department of Occupational Safety and Health, and perform all work in accordance with Cal/OSHA requirements.

Lead Inspection, Sampling, & Results

A total of 18 bulk samples of the painted surfaces from various locations throughout the site were collected and submitted to MicroTest Laboratory. These samples were subsequently analyzed by atomic absorption spectrometry (AAS). Results of the analysis are listed in the following tables:

Paints/Coatings/ Materials Determined to be Lead Based Paint (LBP)		
Paint/Coating Color or Material	Lead Content	Component/Location
Beige Colored Paint	83,863 ppm	Metal Window Frames at Permanent Buildings
Blue Colored Paint	54,852 ppm	Round Metal Support Columns at Covered Walkways
Blue Colored Paint	7,266 ppm	Wood Beams and Ceiling Deck at Covered Walkways
Blue Colored Paint	33,092 ppm	Exterior Doors & Frames at Permanent Buildings
Light Blue Colored Paint	5,552 ppm	Wood Casework & Cabinetry at Permanent Buildings
Tan Colored Paint	5,648 ppm	Plaster Walls in Kitchen
Beige Colored Paint	49,113 ppm	Wood Window Frames at Permanent Buildings

LBP - Materials/coatings/paints meeting the definition of lead-based paint as defined by the CDPH and the US EPA, currently defined as containing lead in concentrations equal to or greater than 1.0 mg/cm², 5,000 ppm, or 0.5% by weight.

Paints/Coatings/ Materials Determined to be Lead Containing Paint (LCP)		
Paint/Coating Color or Material	Lead Content	Component/Location
Blue Colored Paint	775 ppm	Wood Fascia at Permanent Buildings
White Colored Paint	315 ppm	Wood Wall Panels at Interiors of Permanent Buildings
Beige Colored Paint	165 ppm	Metal Frame at Exterior of Portables 23-25
Beige Colored Paint	503 ppm	Plaster Walls in Admin Area Hallways

LCP - Materials/coatings/paints which contain measurable amounts of lead. The disturbance of these materials/coatings/paints is regulated by Cal/OSHA.

Paints/Coatings/Materials Determined NOT TO Contain Lead	
Paint/Coating Color or Material	Building Component
Blue Colored Paint	Metal Gutters at Permanent Buildings
Beige Colored Paint	Exterior Stucco at Permanent Buildings
Beige Colored Paint	Exterior Cementitious Wall Panels at Rooms 9-15
Blue Colored Paint	Exterior Metal Hand Rails
Beige Colored Paint	Exterior Wood Panels at Portables

Paints/Coatings/Materials Determined NOT TO Contain Lead	
Paint/Coating Color or Material	Building Component
Tan Colored Paint	Interior Wainscot & Trim at MPR
Blue Colored Paint	Wood Baseboard at Admin Area Hallways

Paints determined “NOT TO” contain lead for the purposes of this report are those samples which when analyzed did not indicate lead to be present at or above the limit of detection for the analysis method used. This limit of detection was 100 parts per million (ppm). As a result, any paints shown “NOT TO” contain lead will not require any special training or work practices related to lead when impacted.

Lead Regulatory Compliance

Any upcoming project which may result in the disturbance of lead containing products or surfaces, but is not intended to remediate a lead hazard or specifically designed to remove LBP to reduce or eliminate a known hazard, would be considered “lead related construction work”.

Lead related construction work does not fit the classification of a “lead abatement project” under CDPH Title 17 regulations. “*Abatement*” is defined in Title 17, Division 1, Chapter 8, Article 1 as “any set of measures designed to reduce or eliminate lead hazards or LBP for public and residential buildings, but does not include containment or cleaning.” A *lead hazard* is defined in Title 17, Division 1, Chapter 8, Article 1 as “deteriorated LBP, lead contaminated dust, lead contaminated soil, disturbing LBP or presumed LBP without containment, or any other nuisance which may result in persistent and quantifiable lead exposure.”

Lead related construction work means any “construction, alteration, painting, demolition, salvage, renovation, repair, or maintenance of any residential or public building, including preparation and cleanup, that, by using or disturbing lead-containing material or soil, may result in significant exposure of adults or children to lead”. (Title 17, California Code of Regulations, Division 1, Chapter 8, Article 1).

Currently, Cal/OSHA has not established a definition for LBP, nor have they established minimum concentrations where their regulations do not apply. Cal/OSHA regulates all construction activities involving materials containing lead, including LBP. These regulations are found in CCR, Title 8 Section 1532.1 (§1532.1) Lead in Construction.

Since Cal/OSHA has not established a concentration of lead in a product where their regulations do not apply, any disturbance to products containing lead come under the jurisdiction of Cal/OSHA and their regulations. Disturbance of paints/coatings or materials determined to be LBP may trigger a pre-work notification to Cal/OSHA if “trigger tasks” disturb 100 square feet or more of those paints/coatings or materials. Trigger tasks are described in Title 8 CCR 1532.1.

Fluorescent Light Tubes and Polychlorinated Biphenyls (PCBs)

Fluorescent light tubes which contain mercury are considered a universal waste and must be packaged and recycled appropriately if they are removed from a building and not used again. The regulation, called the Universal Waste Rule, are in the California Code of Regulations (CCR), Title 22, Division 4.5, Chapter 23.

Fluorescent light tubes are the bulb or tube portion of an electric lighting device and are commonly referred to as “lamps”. Examples of other common electric lamps considered to be universal wastes include, but are not limited to, high intensity discharge, neon, mercury vapor, high pressure sodium, and metal halide lamps. Any lamp which is not spent and has been designated to be reused is not classified as a waste and does not meet the requirements of a hazardous waste or a universal waste.

Spent lamps typically contain concentrations of mercury exceeding the established Total Threshold Limit Concentration (TTLC) and/or the Soluble Threshold Limit Concentration (STLC) values. Therefore, these lamps must be sent to an authorized recycle facility or to a universal waste consolidator for shipment to an authorized recycling facility.

At a minimum, if removed lamps will not be reused they must be packaged in boxes/packages/containers which are structurally sound, adequate to prevent breakage, and compatible with the content of the lamps. These packages must remain closed and be free of damage which could cause leakage under reasonably foreseeable conditions. Each container must be labeled or marked clearly with one of the following phrases: “Universal Waste Lamp(s),” or “Waste Lamp(s),” or “Used Lamp(s).” Entek recommends shipping any lamp not designated for reuse to a universal waste recycling facility once they have been packaged.

PCB containing light ballasts are to be considered a hazardous waste, and must be properly manifested for transport to a hazardous waste facility. Any contractor who may perform PCB related work (inspection, removal, clean-up) must be trained and qualified to do so. All workers must also follow current OSHA regulations including 29 CFR 1910.120 and 8 CCR 5192, as well as, other applicable federal, state, and local laws, and regulations. While light ballasts marked “No PCB” are not considered a hazardous waste, they are considered a universal waste. As a result, removal, packaging, and disposal/recycling of these types of ballasts must be conducted in accordance with current regulations of Title 22.

Freon and Fluorocarbons

Freon and other fluorocarbon products associated with HVAC systems, refrigerators, etc. may be present in or on the exterior of the buildings included in this investigation. Prior to demolition of a structure or removal of existing HVAC systems, refrigerators, or any other type of equipment which typically uses these types of coolant products shall have the coolant materials investigated prior to their demolition and removed from the mechanical systems and recycled in accordance with Cal/EPA requirements.



Limitations

Entek inspected all accessible interior and exterior areas of all buildings located at the Oak Ridge Elementary School campus.

The information provided in this inspection report may not be used to extend the inspection results to areas not included in this report without additional review and sampling as necessary.


Entek did not perform destructive sampling to look into ceiling and wall cavities. As a result, it may be possible for materials to be hidden in these areas which are not included in this report. Entek also did not employ any destructive measures on floors of interior spaces or exterior areas covered with asphalt, concrete, or dirt.

If any new materials not listed as having been sampled, or listed as assumed for containing asbestos in this report are discovered, the new material must be assumed to contain asbestos until properly inspected and tested for asbestos content.

Entek's policy is to retain a full copy of these written documents for three (3) years once the file is closed. At the end of the 3 year period the written files will be destroyed without further notice. It is suggested copies of the file(s) are maintained as per the District's policy.

Entek will be providing only this electronic copy of the report and its attachments for your use. However, if you would like a hard copy of this report please do not hesitate to ask. Entek will be happy to mail the report upon receipt of your request.

Thank you for choosing Entek for your environmental needs. Please call me at (916) 632-6800 if you have any questions regarding this report.

Prepared by: 
Blake Howes
Vice President
Cal/OSHA CAC #13-5015
CDPH I/A Certification #3315

Appendices

- A. Asbestos Related Documents
- B. Lead Related Documents
- C. Backup Documentation



APPENDIX A

ASBESTOS RELATED DOCUMENTS

- Bulk Asbestos Analysis Report From Asbestech
- Bulk Asbestos Material Analysis Request Form for Entek
- Asbestos Bulk Sample Location Drawing
- SMAQMD Asbestos Survey Form
- SMAQMD Renovation/Demolition & Survey Notification Form

ASBESTECH
 11151 Sun Center Drive, Suite B
 Rancho Cordova, California 95670
 Tel.(916) 481-8902 asbestech@sbcglobal.net

Client:
 Entek Consulting Group, Inc.
 4200 Rocklin Rd., Suite 7
 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-1
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-23-6621-01A	Black carpet mastic, MPR/Admin bldg. NW Admin office	1-2 CHRYSOTILE	Tar Binder
	Yellow mastic	NONE DETECTED	Synthetics
01B	Yellow carpet mastic, MPR/Admin bldg. east Admin area	NONE DETECTED	Synthetics
01C	Black carpet mastic, MPR/Admin bldg. central Admin area	1-2 CHRYSOTILE	Tar Binder
	Yellow mastic	NONE DETECTED	Synthetics
02A	Blue/gray mottled 12" vinyl floor tile, MPR/Admin bldg. Admin storage room	NONE DETECTED	Calcite
	Yellow mastic	NONE DETECTED	Synthetics
	Black mastic	1-2 CHRYSOTILE	Tar Binder
02B	Blue/gray mottled 12" vinyl floor tile (top layer) MPR/Admin bldg. Admin storage room	NONE DETECTED	Calcite
	Yellow mastic	NONE DETECTED	Synthetics

THE ANALYSIS USES POLARIZED LIGHT MICROSCOPY AND DISPERSION STAINING FOLLOWING E.P.A. METHOD 600/R-93/116. NON-FRIABLE MATERIALS WERE ANALYZED APPLYING THE SAME METHOD. THE LOWER DETECTION LIMIT IS <1 % WITH THE PROVISO THAT PLM MAY NOT DETECT FIBERS <0.25 MICRONS IN DIAMETER THAT MAY BE PRESENT IN SAMPLES SUCH AS FLOOR TILES. IN ACCORDANCE WITH TITLE 22, CCR, SECTION 66261.24(a)(2)(A), THE MCL IS 1 %. SAMPLES WERE NOT COLLECTED BY ASBESTECH. THIS REPORT MUST NOT BE REPRODUCED EXCEPT IN FULL WITHOUT THE APPROVAL OF ASBESTECH. THIS REPORT RELATES ONLY TO THE ITEMS TESTED. THIS REPORT MUST NOT BE USED TO CLAIM PRODUCT ENDORSEMENT BY N.V.L.A.P. OR ANY AGENCY OF THE U.S. GOVERNMENT. ASBESTECH ACCEPTS TECHNICAL RESPONSIBILITY FOR THIS REPORT AND DATE OF ISSUE.

ASBESTECH
 11151 Sun Center Drive, Suite B
 Rancho Cordova, California 95670
 Tel.(916) 481-8902 asbestech@sbcglobal.net

Client:
 Entek Consulting Group, Inc.
 4200 Rocklin Rd., Suite 7
 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-2
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<u>Sample No.</u>	<u>Color/Description</u>	<u>% Type Asbestos</u>	<u>Other Materials</u>
ECG-23-6621-03A	Gray 12" vinyl floor tile (bottom layer) MPR/Admin bldg. Admin storage room	NONE DETECTED	Calcite
	Yellow mastic	NONE DETECTED	Synthetics
	Black mastic	NONE DETECTED	Tar Binder Polyethylene
04A	Blue/gray 12" vinyl floor tile, MPR/Admin bldg. Admin entry area	NONE DETECTED	Calcite
	Yellow mastic	NONE DETECTED	Synthetics
	Black mastic	1-2 CHRYSOTILE	Tar Binder
04B	Blue/gray 12" vinyl floor tile (top layer), MPR/Admin bldg. Admin entry area	NONE DETECTED	Calcite
	Yellow mastic	NONE DETECTED	Synthetics
	Tan mastic	NONE DETECTED	Synthetics
05A	Blue 12" vinyl floor tile (bottom layer), MPR/Admin bldg. Admin entry area	NONE DETECTED	Calcite
	Yellow mastic	NONE DETECTED	Synthetics
	Black mastic	NONE DETECTED	Tar Binder

THE ANALYSIS USES POLARIZED LIGHT MICROSCOPY AND DISPERSION STAINING FOLLOWING E.P.A. METHOD 600/R-93/116. NON-FRIABLE MATERIALS WERE ANALYZED APPLYING THE SAME METHOD. THE LOWER DETECTION LIMIT IS <1 % WITH THE PROVISIO THAT PLM MAY NOT DETECT FIBERS <0.25 MICRONS IN DIAMETER THAT MAY BE PRESENT IN SAMPLES SUCH AS FLOOR TILES. IN ACCORDANCE WITH TITLE 22, CCR, SECTION 66261.24(a)(2)(A), THE MCL IS 1 %. SAMPLES WERE NOT COLLECTED BY ASBESTECH. THIS REPORT MUST NOT BE REPRODUCED EXCEPT IN FULL WITHOUT THE APPROVAL OF ASBESTECH. THIS REPORT RELATES ONLY TO THE ITEMS TESTED. THIS REPORT MUST NOT BE USED TO CLAIM PRODUCT ENDORSEMENT BY N.V.L.A.P. OR ANY AGENCY OF THE U.S. GOVERNMENT. ASBESTECH ACCEPTS TECHNICAL RESPONSIBILITY FOR THIS REPORT AND DATE OF ISSUE.

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 Rancho Cordova, California 95670
 Tel.(916) 481-8902 asbestech@sbcglobal.net

Client:
 Entek Consulting Group, Inc.
 4200 Rocklin Rd., Suite 7
 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-3
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-23-6621-06A	Dark gray speckled sheet vinyl flooring (top layer), MPR/Admin bldg. women's staff restroom	NONE DETECTED	Vinyl Cellulose
	Yellow mastic	NONE DETECTED	Synthetics
06B	Dark gray speckled sheet vinyl flooring (top layer), MPR/Admin bldg. unisex staff restroom	NONE DETECTED	Vinyl Cellulose
	Yellow mastic	NONE DETECTED	Synthetics
07A	Beige sheet vinyl flooring (bottom layer), MPR/Admin bldg. women's staff restroom	NONE DETECTED	Vinyl
	Yellow mastic	NONE DETECTED	Synthetics
	Gray leveler	NONE DETECTED	Calcite
	Black mastic	NONE DETECTED	Tar Binder
07B	Beige sheet vinyl flooring (bottom layer), MPR/Admin bldg. unisex staff restroom	NONE DETECTED	Vinyl
	Yellow mastic	NONE DETECTED	Synthetics
	Gray leveler	NONE DETECTED	Calcite

THE ANALYSIS USES POLARIZED LIGHT MICROSCOPY AND DISPERSION STAINING FOLLOWING E.P.A. METHOD 600/R-93/116. NON-FRIABLE MATERIALS WERE ANALYZED APPLYING THE SAME METHOD. THE LOWER DETECTION LIMIT IS <1 % WITH THE PROVISO THAT PLM MAY NOT DETECT FIBERS <0.25 MICRONS IN DIAMETER THAT MAY BE PRESENT IN SAMPLES SUCH AS FLOOR TILES. IN ACCORDANCE WITH TITLE 22, CCR, SECTION 66261.24(a)(2)(A), THE MCL IS 1 %. SAMPLES WERE NOT COLLECTED BY ASBESTECH. THIS REPORT MUST NOT BE REPRODUCED EXCEPT IN FULL WITHOUT THE APPROVAL OF ASBESTECH. THIS REPORT RELATES ONLY TO THE ITEMS TESTED. THIS REPORT MUST NOT BE USED TO CLAIM PRODUCT ENDORSEMENT BY N.V.L.A.P. OR ANY AGENCY OF THE U.S. GOVERNMENT. ASBESTECH ACCEPTS TECHNICAL RESPONSIBILITY FOR THIS REPORT AND DATE OF ISSUE.



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 Tel.(916) 481-8902 asbestech@sbcglobal.net

Client:
 Entek Consulting Group, Inc.
 4200 Rocklin Rd., Suite 7
 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-4
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-23-6621-08A	Brown mottled 12" vinyl floor tile, MPR/Admin bldg. main hallway	NONE DETECTED	Calcite
	Yellow mastic	NONE DETECTED	Synthetics
	Black mastic	NONE DETECTED	Tar Binder Polyethylene
08B	Brown mottled 12" vinyl floor tile, MPR/Admin bldg. main hallway	NONE DETECTED	Calcite
	Yellow mastic	NONE DETECTED	Synthetics
09A	Gray sheet vinyl flooring, MPR/Admin bldg. main MPR west storage room	NONE DETECTED	Calcite
	White mastic	NONE DETECTED	Calcite
09B	Gray sheet vinyl flooring, MPR/Admin bldg. main MPR west storage room	NONE DETECTED	Calcite
	White mastic	NONE DETECTED	Calcite
10A	Gray leveling compound & concrete slab, MPR/Admin bldg. Plant Manager office	NONE DETECTED	Calcite
	Yellow mastic	NONE DETECTED	Synthetics

THE ANALYSIS USES POLARIZED LIGHT MICROSCOPY AND DISPERSION STAINING FOLLOWING E.P.A. METHOD 600/R-93/116. NON-FRIABLE MATERIALS WERE ANALYZED APPLYING THE SAME METHOD. THE LOWER DETECTION LIMIT IS <1 % WITH THE PROVISO THAT PLM MAY NOT DETECT FIBERS <0.25 MICRONS IN DIAMETER THAT MAY BE PRESENT IN SAMPLES SUCH AS FLOOR TILES. IN ACCORDANCE WITH TITLE 22, CCR, SECTION 66261.24(a)(2)(A), THE MCL IS 1 %. SAMPLES WERE NOT COLLECTED BY ASBESTECH. THIS REPORT MUST NOT BE REPRODUCED EXCEPT IN FULL WITHOUT THE APPROVAL OF ASBESTECH. THIS REPORT RELATES ONLY TO THE ITEMS TESTED. THIS REPORT MUST NOT BE USED TO CLAIM PRODUCT ENDORSEMENT BY N.V.L.A.P. OR ANY AGENCY OF THE U.S. GOVERNMENT. ASBESTECH ACCEPTS TECHNICAL RESPONSIBILITY FOR THIS REPORT AND DATE OF ISSUE.

ASBESTECH
 11151 Sun Center Drive, Suite B
 Rancho Cordova, California 95670
 Tel.(916) 481-8902 asbestech@sbcglobal.net

Client:
 Entek Consulting Group, Inc.
 4200 Rocklin Rd., Suite 7
 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-5
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<u>Sample No.</u>	<u>Color/Description</u>	<u>% Type Asbestos</u>	<u>Other Materials</u>
ECG-23-6621-11A	Gray mottled 12" vinyl floor tile, MPR/Admin bldg. Plant Manager office	NONE DETECTED	Calcite
	Yellow mastic	NONE DETECTED	Synthetics
12A	Dark brown vinyl tile, MPR/Admin bldg. stage area steps	NONE DETECTED	Calcite Synthetics
13A	Red 6" clay floor tile, MPR/Admin bldg. kitchen	NONE DETECTED	Granular Mins.
	Brown grout & mortar	NONE DETECTED	Granular Mins.
13B	Red 6" clay floor tile, MPR/Admin bldg. kitchen addition	NONE DETECTED	Granular Mins.
	Brown grout & mortar	NONE DETECTED	Granular Mins.
	Black mastic	<1 CHRYSOTILE	Tar Binder
14A	Dark brown 4" vinyl base cove, MPR/Admin bldg. stage area steps	NONE DETECTED	Calcite Opagues
	White mastic	NONE DETECTED	Calcite
15A	Gray 4" vinyl base cove, MPR/Admin bldg. NW Admin office	NONE DETECTED	Calcite Opagues
	White mastic	NONE DETECTED	Calcite

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 Rancho Cordova, California 95670
 Tel.(916) 481-8902 asbestech@sbcglobal.net

Client:
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 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-6
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<u>Sample No.</u>	<u>Color/Description</u>	<u>% Type Asbestos</u>	<u>Other Materials</u>
ECG-23-6621-15B	Gray 4" vinyl base cove, MPR/Admin bldg. SW Admin office	NONE DETECTED	Calcite Opaques
	White mastic	NONE DETECTED	Calcite
16A	Black 4" vinyl base cove, MPR/Admin bldg. NW Admin office beneath gray cove	NONE DETECTED	Calcite Opaques
	Yellow mastic	NONE DETECTED	Synthetics
17A	Gray concrete , MPR/Admin bldg. pipe chase tunnel	NONE DETECTED	Granular Mins.
17B	Gray concrete , MPR/Admin bldg. pipe chase tunnel	NONE DETECTED	Granular Mins.
18A	White plaster , MPR/Admin bldg. unisex staff restroom	NONE DETECTED	Granular Mins.
18B	White plaster , MPR/Admin bldg. NW Admin office	NONE DETECTED	Granular Mins.
18C	White plaster , MPR/Admin bldg. main hallway SE area	NONE DETECTED	Granular Mins.
18D	White plaster , MPR/Admin bldg. main hallway north area	NONE DETECTED	Granular Mins.

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 11151 Sun Center Drive, Suite B
 Rancho Cordova, California 95670
 Tel.(916) 481-8902 asbestech@sbcglobal.net

Client:
 Entek Consulting Group, Inc.
 4200 Rocklin Rd., Suite 7
 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-7
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-23-6621-18E	White plaster , MPR/Admin bldg. main MPR area	NONE DETECTED	Granular Mins.
18F	White plaster , MPR/Admin bldg. kitchen area	NONE DETECTED	Granular Mins.
18G	White plaster , MPR/Admin bldg. stage area	NONE DETECTED	Granular Mins.
18H	White plaster , MPR/Admin bldg. old boiler room	NONE DETECTED	Granular Mins.
18I	White plaster , MPR/Admin bldg. old boiler room	NONE DETECTED	Granular Mins.
19A	White plasterboard lath, MPR/Admin bldg. main hallway attic space	NONE DETECTED	Gypsum Fibrous Glass
	Brown board	NONE DETECTED	Cellulose
19B	White plasterboard lath, MPR/Admin bldg. main hallway attic space	NONE DETECTED	Gypsum Fibrous Glass
	Brown board	NONE DETECTED	Cellulose

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 Rancho Cordova, California 95670
 Tel.(916) 481-8902 asbestech@sbcglobal.net

Client:
 Entek Consulting Group, Inc.
 4200 Rocklin Rd., Suite 7
 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-8
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-23-6621-19C	White plasterboard lath, MPR/Admin bldg. main hallway attic space	NONE DETECTED	Gypsum Fibrous Glass
	Brown board	NONE DETECTED	Cellulose
20A	White drywall , MPR/Admin bldg. women's staff restroom	NONE DETECTED	Gypsum Fibrous Glass
	White joint compound 1	NONE DETECTED	Calcite
	White joint compound 2	NONE DETECTED	Calcite
20B	White drywall , MPR/Admin bldg. unisex staff restroom	NONE DETECTED	Gypsum Fibrous Glass
	White joint compound 1	NONE DETECTED	Calcite
	White joint compound 2	NONE DETECTED	Calcite
21A	White drywall , MPR/Admin bldg. main MPR ceiling & plenum	NONE DETECTED	Gypsum Fibrous Glass
	White joint compound	NONE DETECTED	Calcite
21B	White drywall , MPR/Admin bldg. main MPR ceiling & plenum	NONE DETECTED	Gypsum Fibrous Glass
	White joint compound	NONE DETECTED	Calcite

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 11151 Sun Center Drive, Suite B
 Rancho Cordova, California 95670
 Tel.(916) 481-8902 asbestech@sbcglobal.net

Client:
 Entek Consulting Group, Inc.
 4200 Rocklin Rd., Suite 7
 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-9
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<u>Sample No.</u>	<u>Color/Description</u>	<u>% Type Asbestos</u>	<u>Other Materials</u>
ECG-23-6621-21C	White drywall , MPR/Admin bldg. main MPR ceiling & plenum	NONE DETECTED	Gypsum Fibrous Glass
	White joint compound	NONE DETECTED	Calcite
22A	Gray/white 12" acoustic ceiling tile , MPR/Admin bldg. main MPR ceiling	NONE DETECTED	Cellulose Pumice
	Tan mastic tab	NONE DETECTED	Synthetics
22B	Gray/white 12" acoustic ceiling tile , MPR/Admin bldg. main MPR ceiling	NONE DETECTED	Cellulose Pumice
	Tan mastic tab	NONE DETECTED	Synthetics
22C	Gray/white 12" acoustic ceiling tile , MPR/Admin bldg. main MPR ceiling	NONE DETECTED	Cellulose Pumice
	Tan mastic tab	NONE DETECTED	Synthetics
23A	White HVAC duct seam tape , MPR/Admin bldg. old boiler room	NONE DETECTED	Cellulose Granular Mins.
23B	White HVAC duct seam tape , MPR/Admin bldg. old boiler room	NONE DETECTED	Cellulose Granular Mins.
24A	Black roofing debris, MPR/Admin bldg. attic space over main hallway	NONE DETECTED	Tar Binder Cellulose

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 11151 Sun Center Drive, Suite B
 Rancho Cordova, California 95670
 Tel.(916) 481-8902 asbestech@sbcglobal.net

Client:
 Entek Consulting Group, Inc.
 4200 Rocklin Rd., Suite 7
 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-10
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<u>Sample No.</u>	<u>Color/Description</u>	<u>% Type Asbestos</u>	<u>Other Materials</u>
ECG-23-6621-24B	Black roofing debris, MPR/Admin bldg. attic space over main hallway	NONE DETECTED	Tar Binder Cellulose
	Black felt	20-30 CHRYSOTILE	Tar Binder
24C	Black roofing debris, MPR/Admin bldg. attic space over main hallway	NONE DETECTED	Tar Binder Cellulose
	Silver paint	NONE DETECTED	Opagues
24D	Black roofing debris, MPR/Admin bldg. attic space over main hallway	NONE DETECTED	Tar Binder Cellulose
	Black felt	20-30 CHRYSOTILE	Tar Binder
	Silver paint	NONE DETECTED	Opagues
24E	Black roofing debris, MPR/Admin bldg. attic space over main hallway	NONE DETECTED	Tar Binder Cellulose
	Silver paint	NONE DETECTED	Opagues
25A	Yellow carpet mastic, bldg. w/ rooms 5-8 room 5 (library)	NONE DETECTED	Synthetics
26A	Green 9" vinyl floor tile, bldg. w/ rooms 5-8 room 5 (library)	1-5 CHRYSOTILE	Calcite
	Black mastic	1-5 CHRYSOTILE	Tar Binder

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 11151 Sun Center Drive, Suite B
 Rancho Cordova, California 95670
 Tel.(916) 481-8902 asbestech@sbcglobal.net

Client:
 Entek Consulting Group, Inc.
 4200 Rocklin Rd., Suite 7
 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-11
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-23-6621-26B-C	NOT ANALYZED		
27A	Black 4" vinyl base cove, bldg. w/ rooms 5-8 room 5 (library)	NONE DETECTED	Opagues
	White mastic	NONE DETECTED	Calcite
	Brown mastic	NONE DETECTED	Synthetics
27B	Black 4" vinyl base cove, bldg. w/ rooms 5-8 room 6	NONE DETECTED	Opagues Calcite
	White mastic	NONE DETECTED	Calcite
27C	Black 4" vinyl base cove, bldg. w/ rooms 5-8 room 7	NONE DETECTED	Opagues Calcite
	Tan mastic	NONE DETECTED	Opagues
	Black mastic	NONE DETECTED	Tar Binder
	Brown mastic	NONE DETECTED	Synthetics
28A	Gray slab concrete , bldg. w/ rooms 5-8 room 7	NONE DETECTED	Granular Mins.

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 Rancho Cordova, California 95670
 Tel.(916) 481-8902 asbestech@sbcglobal.net

Client:
 Entek Consulting Group, Inc.
 4200 Rocklin Rd., Suite 7
 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-12
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-23-6621-29A	Beige w/ brown & white streaks 9" vinyl floor tile, bldg. w/ rooms 5-8 room 8	1-2 CHRYSOTILE	Calcite
	Black mastic	1-5 CHRYSOTILE	Tar Binder
30A	Beige w/ brown & white streaks 12" vinyl floor tile, bldg. w/ rooms 5-8 room 8	1-2 CHRYSOTILE	Calcite
	Black mastic	1-2 CHRYSOTILE	Tar Binder
30B	NOT ANALYZED		
31A	Dark brown 4" vinyl base cove, bldg. w/ rooms 5-8 room 8	NONE DETECTED	Calcite Synthetics
	Yellow mastic	NONE DETECTED	Synthetics
	Brown mastic	NONE DETECTED	Synthetics
	Tan mastic	NONE DETECTED	Opagues
32A	White plaster, bldg. w/ rooms 5-8 room 5 (library)	NONE DETECTED	Granular Mins.
32B	White plaster, bldg. w/ rooms 5-8 room 6	NONE DETECTED	Granular Mins.

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 Rancho Cordova, California 95670
 Tel.(916) 481-8902 asbestech@sbcglobal.net

Client:
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 4200 Rocklin Rd., Suite 7
 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento, Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-13
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECCG-23-6621-32C	White plaster, bldg. w/ rooms 5-8 room 7	NONE DETECTED	Granular Mins.
33A	White plasterboard lath, bldg. w/ rooms 5-8 room 7	NONE DETECTED	Gypsum Cellulose
	Brown board	NONE DETECTED	Cellulose
34A	Brown/white 12" acoustic ceiling tile (nailed on), bldg. w/rooms 5-8 room 6	NONE DETECTED	Cellulose
34B	Brown/white 12" acoustic ceiling tile (nailed on), bldg. w/rooms 5-8 room 8	NONE DETECTED	Cellulose
35A	Black/brown ceiling insulation paper, bldg. w/rooms 5-8 room 6	NONE DETECTED	Cellulose Tar Binder
35B	Black/brown ceiling insulation paper, bldg. w/rooms 5-8 room 8	NONE DETECTED	Cellulose Tar Binder
36A	Black roofing debris, bldg. w/rooms 5-8 room 5 (library) attic space	NONE DETECTED	Tar Binder Cellulose
36B	Black roofing debris, bldg. w/rooms 5-8 room 6 attic space	NONE DETECTED	Tar Binder Cellulose

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 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-14
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-23-6621-36C	Black roofing debris, bldg. w/rooms 5-8 room 7 attic space	NONE DETECTED	Tar Binder Cellulose
	Black felt	20-30 CHRYSOTILE	Tar Binder
37A	Gray slab concrete , east restroom/ storage bldg. south small storage room	NONE DETECTED	Granular Mins.
38A	Gray/blue pebble sheet vinyl flooring , east restroom/storage bldg. boy's restroom	NONE DETECTED	Vinyl
	Yellow mastic	NONE DETECTED	Synthetics
38B	Gray/blue pebble sheet vinyl flooring , east restroom/storage bldg. boy's restroom	NONE DETECTED	Vinyl
	Yellow mastic	NONE DETECTED	Synthetics
	Gray leveler	NONE DETECTED	Calcite
39A	Light brown streaked 12" vinyl floor tile , east restroom/storage bldg. south large storage room	NONE DETECTED	Calcite
	Yellow mastic	NONE DETECTED	Synthetics
	Black mastic	1-2 CHRYSOTILE	Tar Binder

THE ANALYSIS USES POLARIZED LIGHT MICROSCOPY AND DISPERSION STAINING FOLLOWING E.P.A. METHOD 600/R-93/116. NON-FRIABLE MATERIALS WERE ANALYZED APPLYING THE SAME METHOD. THE LOWER DETECTION LIMIT IS <1 % WITH THE PROVISO THAT PLM MAY NOT DETECT FIBERS <0.25 MICRONS IN DIAMETER THAT MAY BE PRESENT IN SAMPLES SUCH AS FLOOR TILES. IN ACCORDANCE WITH TITLE 22, CCR, SECTION 66261.24(a)(2)(A), THE MCL IS 1 %. SAMPLES WERE NOT COLLECTED BY ASBESTECH. THIS REPORT MUST NOT BE REPRODUCED EXCEPT IN FULL WITHOUT THE APPROVAL OF ASBESTECH. THIS REPORT RELATES ONLY TO THE ITEMS TESTED. THIS REPORT MUST NOT BE USED TO CLAIM PRODUCT ENDORSEMENT BY N.V.L.A.P. OR ANY AGENCY OF THE U.S. GOVERNMENT. ASBESTECH ACCEPTS TECHNICAL RESPONSIBILITY FOR THIS REPORT AND DATE OF ISSUE.



ASBESTECH
 11151 Sun Center Drive, Suite B
 Rancho Cordova, California 95670
 Tel.(916) 481-8902 asbestech@sbcglobal.net

Client:
 Entek Consulting Group, Inc.
 4200 Rocklin Rd., Suite 7
 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-15
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-23-6621-39B	Light brown streaked 12" vinyl floor tile , east restroom/storage bldg. south large storage room restroom	1-2 CHRYSOTILE	Calcite
	Yellow mastic	NONE DETECTED	Synthetics
	Black mastic	1-2 CHRYSOTILE	Tar Binder
40A	Dark brown mottled 12" vinyl floor tile , east restroom/storage bldg. north storage room	NONE DETECTED	Calcite
	Yellow mastic	NONE DETECTED	Synthetics
	Black mastic	1-5 CHRYSOTILE	Tar Binder
40B	Dark brown mottled 12" vinyl floor tile , east restroom/storage bldg. north storage room	NONE DETECTED	Calcite
	Black mastic	1-5 CHRYSOTILE	Tar Binder
41A	Yellow pebble sheet vinyl flooring, east restroom/storage bldg. north storage room restroom	15-20 CHRYSOTILE	Vinyl Cellulose
	Black mastic	1-5 CHRYSOTILE	Tar Binder
	Yellow mastic	NONE DETECTED	Synthetics

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 Rancho Cordova, California 95670
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 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-16
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-23-6621-42A	Light blue speckled sheet vinyl flooring, east restroom/storage bldg. girl's restroom	NONE DETECTED	Vinyl Cellulose
	Yellow mastic	NONE DETECTED	Synthetics
42B	Light blue speckled sheet vinyl flooring, east restroom/storage bldg. girl's restroom	NONE DETECTED	Vinyl Cellulose
	Yellow mastic	NONE DETECTED	Synthetics
43A	Gray 6" vinyl base cove, east restroom/storage bldg. girl's restroom	NONE DETECTED	Calcite Opaques
	White mastic	NONE DETECTED	Calcite
	White joint compound	NONE DETECTED	Calcite
44A	Gray 4" vinyl base cove, east restroom/storage bldg. north storage room	NONE DETECTED	Calcite Opaques
	White mastic	NONE DETECTED	Calcite
45A	Black 4" vinyl base cove, east restroom/storage bldg. south large storage room	NONE DETECTED	Calcite Opaques

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 Rancho Cordova, California 95670
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 Rocklin, CA 95677

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 23-6621 Sacramento City USD
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 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-17
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<u>Sample No.</u>	<u>Color/Description</u>	<u>% Type Asbestos</u>	<u>Other Materials</u>
ECG-23-6621-46A	Gray 6" vinyl base cove, east restroom/ storage bldg. boy's restroom	NONE DETECTED	Calcite Opaques
	White mastic	NONE DETECTED	Calcite
47A	White plaster, east restroom/ storage bldg. boy's restroom	NONE DETECTED	Granular Mins.
	Pink plaster	NONE DETECTED	Granular Mins.
47B	White plaster, east restroom/ storage bldg. custodial closet	NONE DETECTED	Granular Mins.
	Pink plaster	NONE DETECTED	Granular Mins.
47C	White plaster, east restroom/ storage bldg. north storage room	NONE DETECTED	Granular Mins.
	Pink plaster	NONE DETECTED	Granular Mins.
48A	White plasterboard lath, east restroom/ storage bldg. boy's restroom	NONE DETECTED	Gypsum Fibrous Glass
49A	Black roofing debris, east restroom/ storage bldg. north storage room attic space	NONE DETECTED	Tar Binder Cellulose
49B	Black roofing debris, east restroom/ storage bldg. north storage room attic space	NONE DETECTED	Tar Binder Cellulose

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 Rancho Cordova, California 95670
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Client:
 Entek Consulting Group, Inc.
 4200 Rocklin Rd., Suite 7
 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-18
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-23-6621-50A	Yellow carpet mastic, bldg. w/rooms 31-34 room 34	NONE DETECTED	Synthetics
50B	Yellow carpet mastic, bldg. w/rooms 31-34 room 34	NONE DETECTED	Synthetics
51A	Green 9" vinyl floor tile, bldg. w/rooms 31-34 room 31	1-5 CHRYSOTILE	Calcite
	Black mastic	1-5 CHRYSOTILE	Tar Binder
51B	Green 9" vinyl floor tile, bldg. w/rooms 31-34 room 32	1-5 CHRYSOTILE	Calcite
	Black mastic	1-5 CHRYSOTILE	Tar Binder
	Yellow mastic	NONE DETECTED	Synthetics
51C	NOT ANALYZED		
52A	Black 4" vinyl base cove, bldg. w/rooms 31-34 room 31	NONE DETECTED	Calcite Opagues
52B	Black 4" vinyl base cove, bldg. w/rooms 31-34	NONE DETECTED	Calcite Opagues
	Tan mastic	NONE DETECTED	Opagues

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Job:
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 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-19
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<u>Sample No.</u>	<u>Color/Description</u>	<u>% Type Asbestos</u>	<u>Other Materials</u>
ECG-23-6621-52C	Black 4" vinyl base cove, bldg. w/rooms 31-34	NONE DETECTED	Calcite Opagues
	White mastic	NONE DETECTED	Calcite
	Brown mastic	NONE DETECTED	Synthetics
53A	Gray pebble pattern sheet vinyl flooring (top layer), bldg. w/rooms 31-34 room 34	NONE DETECTED	Vinyl Cellulose
	Yellow mastic	NONE DETECTED	Synthetics
53B	Gray pebble pattern sheet vinyl flooring (top layer), bldg. w/rooms 31-34 room 34	NONE DETECTED	Vinyl Cellulose
	Yellow mastic	NONE DETECTED	Synthetics
54A	Green 9" vinyl floor tile (bottom layer), bldg. w/rooms 31-34 room 34	1-5 CHRYSOTILE	Calcite Cellulose
	Black mastic	1-5 CHRYSOTILE	Tar Binder
54B	NOT ANALYZED		
55A	Gray 4" vinyl base cove, bldg. w/rooms 31-34 room 34	NONE DETECTED	Calcite Opagues
	White mastic	NONE DETECTED	Calcite
	Yellow mastic	NONE DETECTED	Synthetics

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 Rocklin, CA 95677

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 23-6621 Sacramento City USD
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 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-20
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-23-6621-56A	White plaster, bldg. w/rooms 31-34 room 32	NONE DETECTED	Granular Mins.
	Green plaster	NONE DETECTED	Granular Mins.
56B	White plaster, bldg. w/rooms 31-34 room 33	NONE DETECTED	Granular Mins.
	Green plaster	NONE DETECTED	Granular Mins.
56C	White plaster, bldg. w/rooms 31-34 room 34	NONE DETECTED	Granular Mins.
	Green plaster	NONE DETECTED	Granular Mins.
57A	Brown/white 12" acoustic ceiling tile (nailed on), bldg. w/rooms 31-34 room 32	NONE DETECTED	Cellulose
57B	Brown/white 12" acoustic ceiling tile (nailed on), bldg. w/rooms 31-34 room 34	NONE DETECTED	Cellulose
58A	Black/brown ceiling insulation paper, bldg. w/rooms 31-34 room 32	NONE DETECTED	Cellulose Tar Binder
58B	Black/brown ceiling insulation paper, bldg. w/rooms 31-34 room 34	NONE DETECTED	Cellulose Tar Binder

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Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento, Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-21
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-23-6621-59A	Black roofing debris, bldg. w/rooms 31-34 room 32 attic space	NONE DETECTED	Tar Binder Cellulose
	Black roofing debris, bldg. w/rooms 31-34 room 34 attic space	NONE DETECTED	Tar Binder Cellulose
	Gray roofing	NONE DETECTED	Fibrous Glass
60A	Tan 2" ceramic floor tile, bldg. w/rooms 31-34 staff restrooms	NONE DETECTED	Granular Mins.
	Gray grout	NONE DETECTED	Granular Mins.
61A	White 4" ceramic wall tile, bldg. w/rooms 31-34 staff restrooms	NONE DETECTED	Granular Mins.
	White grout	NONE DETECTED	Calcite
	White mastic	NONE DETECTED	Calcite
62A	Gray stucco, Admin/MPR classrooms 5-8 east restroom/storage & classrooms 31-34 bldgs. exterior east area	NONE DETECTED	Granular Mins.
	Green stucco	NONE DETECTED	Granular Mins.

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BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-22
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-23-6621-62B	Gray stucco, Admin/MPR classrooms 5-8 east restroom/storage & classrooms 31-34 bldgs. exterior east area	NONE DETECTED	Granular Mins.
	Green stucco	NONE DETECTED	Granular Mins.
62C	Gray stucco, Admin/MPR classrooms 5-8 east restroom/storage & classrooms 31-34 bldgs. exterior north area	NONE DETECTED	Granular Mins.
	Green stucco	NONE DETECTED	Granular Mins.
62D	Gray stucco, Admin/MPR classrooms 5-8 east restroom/storage & classrooms 31-34 bldgs. exterior NW area	NONE DETECTED	Granular Mins.
	Green stucco	NONE DETECTED	Granular Mins.
62E	Gray stucco, Admin/MPR classrooms 5-8 east restroom/storage & classrooms 31-34 bldgs. exterior SW area	NONE DETECTED	Granular Mins.
	Green stucco	NONE DETECTED	Granular Mins.
62F	Gray stucco, Admin/MPR classrooms 5-8 east restroom/storage & classrooms 31-34 bldgs. exterior south area	NONE DETECTED	Granular Mins.
	Green stucco	NONE DETECTED	Granular Mins.

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BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-23
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECCG-23-6621-62G	Gray stucco, Admin/MPR classrooms 5-8 east restroom/storage & classrooms 31-34 bldgs. exterior central area	NONE DETECTED	Granular Mins.
	Green stucco	NONE DETECTED	Granular Mins.
63A	Gray window glazing putty, bldg. w/ rooms 31-34 exterior north side	NONE DETECTED	Calcite
63B	Gray window glazing putty, bldg. w/ rooms 31-34 exterior north side	NONE DETECTED	Calcite
63C	Gray window glazing putty, bldg. w/ rooms 31-34 exterior north side	NONE DETECTED	Calcite
63D	Gray window glazing putty, bldg. w/ rooms 31-34 exterior south side	NONE DETECTED	Calcite
63E	Gray window glazing putty, bldg. w/ rooms 31-34 exterior south side	NONE DETECTED	Calcite
63F	Gray window glazing putty, Admin/MPR bldg. exterior west side	NONE DETECTED	Calcite
63G	Gray window glazing putty, Admin/MPR bldg. exterior west side	NONE DETECTED	Calcite

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BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-24
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-23-6621-64A	Gray speckled sheet vinyl flooring (top layer), bldg. w/ rooms 1-4 room 1	NONE DETECTED	Vinyl Calcite
	Gray mastic	NONE DETECTED	Synthetics
65A	Gray vinyl floor tile (bottom layer), bldg. w/ rooms 1-4 room 1	NONE DETECTED	Calcite
	Black mastic	NONE DETECTED	Tar Binder
	Yellow mastic	NONE DETECTED	Synthetics
66A	Gray stone pattern sheet vinyl flooring (top layer), bldg. w/ rooms 1-4 room 1 child restroom	NONE DETECTED	Vinyl Cellulose
	Yellow mastic	NONE DETECTED	Synthetics
66B	Gray stone pattern sheet vinyl flooring (top layer), bldg. w/ rooms 1-4 room 2 child restroom	NONE DETECTED	Vinyl Calcite
	Yellow mastic	NONE DETECTED	Synthetics
66C	Gray stone pattern sheet vinyl flooring (top layer), bldg. w/ rooms 1-4 room 3 child restroom	NONE DETECTED	Vinyl Calcite
	Yellow mastic	NONE DETECTED	Synthetics

THE ANALYSIS USES POLARIZED LIGHT MICROSCOPY AND DISPERSION STAINING FOLLOWING E.P.A. METHOD 600/R-93/116. NON-FRIABLE MATERIALS WERE ANALYZED APPLYING THE SAME METHOD. THE LOWER DETECTION LIMIT IS <1 % WITH THE PROVISO THAT PLM MAY NOT DETECT FIBERS <0.25 MICRONS IN DIAMETER THAT MAY BE PRESENT IN SAMPLES SUCH AS FLOOR TILES. IN ACCORDANCE WITH TITLE 22, CCR, SECTION 66261.24(a)(2)(A), THE MCL IS 1 %. SAMPLES WERE NOT COLLECTED BY ASBESTECH. THIS REPORT MUST NOT BE REPRODUCED EXCEPT IN FULL WITHOUT THE APPROVAL OF ASBESTECH. THIS REPORT RELATES ONLY TO THE ITEMS TESTED. THIS REPORT MUST NOT BE USED TO CLAIM PRODUCT ENDORSEMENT BY N.V.L.A.P. OR ANY AGENCY OF THE U.S. GOVERNMENT. ASBESTECH ACCEPTS TECHNICAL RESPONSIBILITY FOR THIS REPORT AND DATE OF ISSUE.

ASBESTECH
 11151 Sun Center Drive, Suite B
 Rancho Cordova, California 95670
 Tel.(916) 481-8902 asbestech@sbcglobal.net

Client:
 Entek Consulting Group, Inc.
 4200 Rocklin Rd., Suite 7
 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-25
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-23-6621-67A	Gray vinyl floor tile (bottom layer), bldg. w/ rooms 1-4 room 1 child restroom	NONE DETECTED	Calcite
	Black mastic	NONE DETECTED	Tar Binder
	Yellow mastic	NONE DETECTED	Synthetics
68A	Gray stone pattern sheet vinyl flooring (bottom layer), bldg. w/ rooms 1-4 room 2 child restroom	NONE DETECTED	Vinyl Cellulose
	Yellow mastic 1	NONE DETECTED	Synthetics
	White vinyl sheet flooring	15-20 CHRYSOTILE	Vinyl Cellulose
	Yellow mastic 2	NONE DETECTED	Synthetics
69A	Gray pebble pattern sheet vinyl flooring (top layer), bldg. w/ rooms 1-4 room 2	NONE DETECTED	Vinyl Cellulose
	Yellow mastic	NONE DETECTED	Synthetics
69B	Gray pebble pattern sheet vinyl flooring (top layer), bldg. w/ rooms 1-4 room 4 child restroom	NONE DETECTED	Vinyl Calcite
	Yellow mastic	NONE DETECTED	Synthetics

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 Rancho Cordova, California 95670
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Client:
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 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-26
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-23-6621-70A	Gray vinyl floor tile (bottom layer), bldg. w/ rooms 1-4 room 2	1-2 CHRYSOTILE	Calcite
	Yellow mastic	NONE DETECTED	Synthetics
71A	Gray mottled 12" vinyl floor tile (top layer), bldg. w/ rooms 1-4 room 2	NONE DETECTED	Calcite
	Yellow mastic	NONE DETECTED	Synthetics
71B	Gray mottled vinyl floor tile (top layer), bldg. w/ rooms 1-4 room 3	NONE DETECTED	Calcite
	Yellow mastic	NONE DETECTED	Synthetics
71C	Gray mottled vinyl floor tile (top layer), bldg. w/ rooms 1-4 room 1	NONE DETECTED	Vinyl Cellulose
	Yellow mastic	NONE DETECTED	Synthetics
72A	Beige vinyl floor tile (bottom layer), bldg. w/ rooms 1-4 room 2	1-2 CHRYSOTILE	Calcite
	Black mastic	NONE DETECTED	Tar Binder
	Yellow mastic	NONE DETECTED	Synthetics

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 Rancho Cordova, California 95670
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Client:
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 4200 Rocklin Rd., Suite 7
 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-27
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-23-6621-73A	Green 9" vinyl floor tile , bldg. w/ rooms 1-4 room 2	1-5 CHRYSOTILE	Calcite
	Black mastic	1-5 CHRYSOTILE	Tar Binder
	Yellow mastic	NONE DETECTED	Synthetics
74A	Gray vinyl floor tile (bottom layer), bldg. w/ rooms 1-4 room 3	NONE DETECTED	Calcite
	Tan mastic	NONE DETECTED	Synthetics
	Yellow mastic	NONE DETECTED	Synthetics
75A	Yellow carpet mastic bldg. w/ rooms 1-4 room 4	NONE DETECTED	Calcite
76A	Light brown streaked 9" vinyl floor tile , bldg. w/ rooms 1-4 room Room 4	1-2 CHRYSOTILE	Calcite
	Black mastic	1-5 CHRYSOTILE	Tar Binder
	Yellow mastic	NONE DETECTED	Synthetics
76B	NOT ANALYZED		

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 Rancho Cordova, California 95670
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Client:
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 4200 Rocklin Rd., Suite 7
 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-28
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<u>Sample No.</u>	<u>Color/Description</u>	<u>% Type Asbestos</u>	<u>Other Materials</u>
ECG-23-6621-77A	Gray vinyl floor tile (bottom layer), bldg. w/ rooms 1-4 room 1	1-2 CHRYSOTILE	Calcite
	Black mastic	1-5 CHRYSOTILE	Tar Binder
	Yellow mastic	NONE DETECTED	Synthetics
78A	Gray 4" vinyl base cove, bldg. w/ rooms 1-4 room 1	NONE DETECTED	Calcite Opagues
	Yellow mastic	NONE DETECTED	Calcite
79A	Black 4" vinyl base cove, bldg. w/ rooms 1-4 room 2	NONE DETECTED	Calcite Opagues
	Brown mastic	NONE DETECTED	Synthetics
80A	Gray 4" vinyl base cove, bldg. w/ rooms 1-4 room 2	NONE DETECTED	Calcite Opagues
	Yellow mastic	NONE DETECTED	Calcite
81A	Gray 4" vinyl base cove, bldg. w/ rooms 1-4 room 3	NONE DETECTED	Calcite Opagues
	Yellow mastic	NONE DETECTED	Calcite
	Tan mastic	NONE DETECTED	Opagues
	Brown mastic	<1 FIBROUS TREMOLITE	Synthetics Talc

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 Rancho Cordova, California 95670
 Tel.(916) 481-8902 asbestech@sbcglobal.net

Client:
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 4200 Rocklin Rd., Suite 7
 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-29
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-23-6621-82A	Gray 4" vinyl base cove, bldg. w/ rooms 1-4 room 4	NONE DETECTED	Calcite Opagues
	Tan mastic	NONE DETECTED	Opagues
83A	White plaster, bldg. w/ rooms 1-4 room 4	NONE DETECTED	Granular Mins.
	Tan plaster	NONE DETECTED	Granular Mins.
83B	White plaster, bldg. w/ rooms 1-4 room 3	NONE DETECTED	Granular Mins.
	Tan plaster	NONE DETECTED	Granular Mins.
83C	White plaster, bldg. w/ rooms 1-4 room 2	NONE DETECTED	Granular Mins.
	Tan plaster	NONE DETECTED	Granular Mins.
83D	White plaster, bldg. w/ rooms 1-4 room 1	NONE DETECTED	Granular Mins.
	Tan plaster	NONE DETECTED	Granular Mins.
83E	White plaster, bldg. w/ rooms 1-4 room 1	NONE DETECTED	Granular Mins.
	Tan plaster	NONE DETECTED	Granular Mins.

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 11151 Sun Center Drive, Suite B
 Rancho Cordova, California 95670
 Tel.(916) 481-8902 asbestech@sbcglobal.net

Client:
 Entek Consulting Group, Inc.
 4200 Rocklin Rd., Suite 7
 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento, Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-30
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-23-6621-84A	Brown/white 12" acoustic ceiling tile (nailed on), bldg. w/ rooms 1-4 room 4	NONE DETECTED	Cellulose
84B	Brown/white 12" acoustic ceiling tile (nailed on), bldg. w/ rooms 1-4 room 1	NONE DETECTED	Cellulose
85A	Brown/black ceiling insulation paper, bldg. w/ rooms 1-4 room 4	NONE DETECTED	Cellulose Tar Binder
85B	Brown/black ceiling insulation paper, bldg. w/ rooms 1-4 room 1	NONE DETECTED	Cellulose Tar Binder
86A	Gray stucco, bldg. w/ rooms 1-4 exterior SW area	NONE DETECTED	Granular Mins.
	Green stucco	NONE DETECTED	Granular Mins.
86B	Gray stucco, bldg. w/ rooms 1-4 exterior NW area	NONE DETECTED	Granular Mins.
	Green stucco	NONE DETECTED	Granular Mins.
86C	Gray stucco, bldg. w/ rooms 1-4 exterior NE area	NONE DETECTED	Granular Mins.
	Green stucco	NONE DETECTED	Granular Mins.

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 11151 Sun Center Drive, Suite B
 Rancho Cordova, California 95670
 Tel.(916) 481-8902 asbestech@sbcglobal.net

Client:
 Entek Consulting Group, Inc.
 4200 Rocklin Rd., Suite 7
 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-31
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-23-6621-87A	Black composition asphalt rolled roofing, bldg. w/ rooms 1-4 upper roof	NONE DETECTED	Tar Binder Fibrous Glass
	Black felt	20-30 CHRYSOTILE	Tar Binder
87B	Black composition asphalt rolled roofing, bldg. w/ rooms 1-4 lower roof	NONE DETECTED	Tar Binder Fibrous Glass
	Gray roofing	NONE DETECTED	Cellulose Pumice
88A	Black roof jack mastic, bldg. w/ rooms 1-4 roof	NONE DETECTED	Tar Binder Cellulose
	Silver paint	NONE DETECTED	Opagues
89A	Gray stone patter sheet vinyl flooring, south restroom bldg. student restrooms	NONE DETECTED	Vinyl Cellulose
	Yellow mastic	NONE DETECTED	Synthetics
90A	Light blue/gray speckle sheet vinyl flooring, south restroom bldg. staff restrooms	NONE DETECTED	Vinyl Calcite
	Yellow mastic	NONE DETECTED	Synthetics

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 Rancho Cordova, California 95670
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Client:
 Entek Consulting Group, Inc.
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 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-32
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<u>Sample No.</u>	<u>Color/Description</u>	<u>% Type Asbestos</u>	<u>Other Materials</u>
ECG-23-6621-91A	Gray 6" vinyl base cove, south restroom bldg. staff restroom	NONE DETECTED	Opagues Calcite
	White mastic	NONE DETECTED	Calcite
92A	White drywall , south restroom bldg. ceilings	NONE DETECTED	Gypsum Fibrous Glass
	White joint compound 1	<1 CHRYSOTILE	Calcite
	White joint compound 2	<1 CHRYSOTILE	Calcite
	Composite	<1 CHRYSOTILE	Gypsum Fibrous Glass Calcite
93A	Gray cementitious wall panel , south restroom bldg. exterior	NONE DETECTED	Calcite Cellulose
93B	Gray cementitious wall panel , south restroom bldg. exterior	NONE DETECTED	Calcite Cellulose
94A	Black composition asphalt rolled roofing , south restroom bldg. roof	NONE DETECTED	Tar Binder Fibrous Glass
	Brown roofing	NONE DETECTED	Cellulose
95A	Black roof jack mastic , south restroom bldg. roof	NONE DETECTED	Tar Binder Cellulose

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 Rocklin, CA 95677

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 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-33
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-23-6621-96A	Black composition asphalt rolled roofing , shed near south restroom bldg. roof	NONE DETECTED	Tar Binder Fibrous Glass
97A	Gray cementitious wall panel , shed near south restroom bldg. exterior	NONE DETECTED	Calcite Cellulose
97B	Gray cementitious wall panel , shed near south restroom bldg. exterior	NONE DETECTED	Calcite Cellulose
98A	Yellow carpet mastic, bldg. w/ rooms 9-15 room 9	NONE DETECTED	Synthetics
99A	Gray mottled 12" vinyl floor tile, bldg. w/ rooms 9-15 room 9	NONE DETECTED	Calcite
	Yellow mastic	NONE DETECTED	Synthetics
99B	Gray mottled 12" vinyl floor tile Room 10	NONE DETECTED	Calcite
	Yellow mastic	NONE DETECTED	Synthetics
	Black mastic	NONE DETECTED	Tar Binder
100A	Brown, gray 4" vinyl base cove mastic, bldg. w/ rooms 9-15 room 9	NONE DETECTED	Synthetics
	White mastic	NONE DETECTED	Calcite

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BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-34
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-23-6621-100B	Gray 4" vinyl base cove mastic, bldg. w/ rooms 9-15 room 11	NONE DETECTED	Calcite Opaques
	White mastic	NONE DETECTED	Calcite
101A	White drywall , bldg. w/ rooms 9-15 room 9 at HVAC closet	NONE DETECTED	Gypsum Fibrous Glass
	White joint compound 1	NONE DETECTED	Calcite
	White joint compound 2	NONE DETECTED	Calcite
101B	White drywall , bldg. w/ rooms 9-15 room 15 at HVAC closet	NONE DETECTED	Gypsum Fibrous Glass
102A	Gray vinyl floor tile , bldg. w/ rooms 9-15 room 10 beneath carpet	NONE DETECTED	Calcite
	Black mastic	1-2 CHRYSOTILE	Tar Binder
	Yellow mastic	NONE DETECTED	Synthetics
103A	Gray pebble sheet vinyl flooring (top layer), bldg. w/ rooms 9-15 room 11	NONE DETECTED	Vinyl Cellulose
	Yellow mastic	NONE DETECTED	Synthetics

THE ANALYSIS USES POLARIZED LIGHT MICROSCOPY AND DISPERSION STAINING FOLLOWING E.P.A. METHOD 600/R-93/116. NON-FRIABLE MATERIALS WERE ANALYZED APPLYING THE SAME METHOD. THE LOWER DETECTION LIMIT IS <1 % WITH THE PROVISO THAT PLM MAY NOT DETECT FIBERS <0.25 MICRONS IN DIAMETER THAT MAY BE PRESENT IN SAMPLES SUCH AS FLOOR TILES. IN ACCORDANCE WITH TITLE 22, CCR, SECTION 66261.24(a)(2)(A), THE MCL IS 1 %. SAMPLES WERE NOT COLLECTED BY ASBESTECH. THIS REPORT MUST NOT BE REPRODUCED EXCEPT IN FULL WITHOUT THE APPROVAL OF ASBESTECH. THIS REPORT RELATES ONLY TO THE ITEMS TESTED. THIS REPORT MUST NOT BE USED TO CLAIM PRODUCT ENDORSEMENT BY N.V.L.A.P. OR ANY AGENCY OF THE U.S. GOVERNMENT. ASBESTECH ACCEPTS TECHNICAL RESPONSIBILITY FOR THIS REPORT AND DATE OF ISSUE.

ASBESTECH
 11151 Sun Center Drive, Suite B
 Rancho Cordova, California 95670
 Tel.(916) 481-8902 asbestech@sbcglobal.net

Client:
 Entek Consulting Group, Inc.
 4200 Rocklin Rd., Suite 7
 Rocklin, CA 95677

Job:
 23-6621 Sacramento City USD
 Oak Ridge Elementary, 4501 Martin Luther King Jr. Blvd.
 Sacramento , Ca

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 70323-35
 Date/Time Collected: 4/5-6/23
 Date Received: 4/10/23

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 4/19/23

<u>Sample No.</u>	<u>Color/Description</u>	<u>% Type Asbestos</u>	<u>Other Materials</u>
ECG-23-6621-104A	Light brown vinyl floor tile (bottom layer), bldg. w/ rooms 9-15 room 11	1-5 CHRYSOTILE	Calcite
	Black mastic	1-5 CHRYSOTILE	Tar Binder
105A	Light brown 9" vinyl floor tile, bldg. w/ rooms 9-15 room 11	1-5 CHRYSOTILE	Calcite
	Black mastic	1-2 CHRYSOTILE	Tar Binder
	Yellow mastic	NONE DETECTED	Synthetics
105B	Light brown 9" vinyl floor tile, bldg. w/ rooms 9-15 room 13	1-5 CHRYSOTILE	Calcite
	Black mastic	NONE DETECTED	Tar Binder Cellulose
106A	Light brown 9" vinyl floor tile, bldg. w/ rooms 9-15 room 12 beneath carpet	NONE DETECTED	Calcite
	Black mastic	NONE DETECTED	Tar Binder
	Yellow mastic	NONE DETECTED	Synthetics
107A	Dark brown 4" vinyl base cove, bldg. w/ rooms 9-15 room 13	NONE DETECTED	Calcite Opagues
	Brown mastic	NONE DETECTED	Synthetics

THE ANALYSIS USES POLARIZED LIGHT MICROSCOPY AND DISPERSION STAINING FOLLOWING E.P.A. METHOD 600/R-93/116. NON-FRIABLE MATERIALS WERE ANALYZED APPLYING THE SAME METHOD. THE LOWER DETECTION LIMIT IS <1 % WITH THE PROVISO THAT PLM MAY NOT DETECT FIBERS <0.25 MICRONS IN DIAMETER THAT MAY BE PRESENT IN SAMPLES SUCH AS FLOOR TILES. IN ACCORDANCE WITH TITLE 22, CCR, SECTION 66261.24(a)(2)(A), THE MCL IS 1 %. SAMPLES WERE NOT COLLECTED BY ASBESTECH. THIS REPORT MUST NOT BE REPRODUCED EXCEPT IN FULL WITHOUT THE APPROVAL OF ASBESTECH. THIS REPORT RELATES ONLY TO THE ITEMS TESTED. THIS REPORT MUST NOT BE USED TO CLAIM PRODUCT ENDORSEMENT BY N.V.L.A.P. OR ANY AGENCY OF THE U.S. GOVERNMENT. ASBESTECH ACCEPTS TECHNICAL RESPONSIBILITY FOR THIS REPORT AND DATE OF ISSUE.