

CONTRACT DOCUMENTS

For all or a portion of the following Site:

Project: Cesar Chavez/Edward Kemble New Construction and Modernization

Addresses: 7495 29th Street Sacramento, CA 95822 and 7500 32nd Street Sacramento, CA 95822

APN: 04901760020000 and 04901830020000

By and between

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

And

[Developer]

[Address]

Dated as of _____, 20__

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PERFORMANCE BOND
(100% of Contract Price)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Sacramento City Unified School District, ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Cesar Chavez/Edward Kemble New Construction and Modernization Project

("Project" or "Contract") which Contract dated _____, 20__, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____
_____ ("Surety") are held
and firmly bound unto the Board of the District in the penal sum of

_____ Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- 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 co

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

KNOW ALL PERSONS BY THESE PRESENTS:

And the Surety, for value received, hereby stipulates and agrees that no change, extension

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700, in relevant part, provides:

Every employer ex/5762 38.04 Tm(p)-8.5 (l)-ene px/5762 38.04 Tm(so6 (p)-.5.67.52 10 -05 (a5.6

... 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 Governng5u011Tt0b40.s Clycd ionfr

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: _____

COVID-19 VACCINATION/TESTING CERTIFICATION

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

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

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

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

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

? Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated have filed a valid exemption from vaccination with Developer and will undergo weekly diagnostic testing in accordance with the District's Policy.

Developer understands that the District's Project site will need to comply with the District's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Developer will comply with District policy, and all applicable state and local laws for vaccinated and unvaccinated personnel.

CERTIFICATION

I, _____, certify that I am Developer's _____ and that I have made a diligent effort to ascertain

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: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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

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

9. **Indemnification**

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or “disposal” and “release” of materials associated with the Work (as defined in 42 U.S.C. § 9601 et seq .).

10. **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

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 ma8/P 4M850 Td[nu4 ()T]4.2(W)-118(tif)-E

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 (g)-2.6du82. c -0

4. The contractor or subcontractor need not meet the apprenticeship graduation requirements if:
 - a. During a calendar month, Developer or subcontractor employs skilled journeypersons to perform fewer than 10 hours of work on the Contract or Project; or
 - b. The subcontractor was not a listed subcontractor under Public Contract Code section 4104 or a substitute for a listed subcontractor and the subcontract does not exceed one-half of 1 percent of the price of the prime contract.

That Developer and its subcontractors will demonstrate its compliance with the Skilled and Trained Workforce requirements by either of the following methods (check what applies):

- ? Using the form attached hereto, provide monthly reports to the District from Developer and its subcontractors demonstrating that they are complying with the

**SKILLED AND TRAINED WORKFORCE
MONTHLY REPORT
(COVER PAGE)**

NAME OF PROJECT: Cesar Chavez/Edward Kemble New Construction and Modernization

NAME OF CONTRACTOR: _____

FOR THE MONTH OF: _____, 20____

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 trades on the Project are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations.

The undersigned further certifies that the percentage of either (A) skilled journeypersons employed by the above-referenced contractor to perform work on the Project who are graduates of an apprenticeship program for the applicable occupation, or (B) hours of work performed by skilled journeypersons employed by the above-referenced contractor to perform work on the Project who are graduates of an apprenticeship program for the applicable occupation, is at least equal to the apprenticeship graduation percentage required by Public Contract Code section 2601 for the particular calendar month.

The undersigned has demonstrated compliance with the apprenticeship graduation percentage by completing the accompanying Worksheet(s). A true and correct Worksheet for each apprenticeable occupation in the building and construction trades utilized by the above-referenced contractor for the particular calendar month is attached hereto, **totaling _____ attached page(s).**

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: Cesar Chavez/Edward Kemble New Construction and Modernization

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**

ti (n)-198 (a) 368 (b) 1 (5) (-) 1.65 (b) 8.3 (a) 2.874 (b) 1-2.7d(e) 9.5 ((-)) 4.5cc (b) 8.6e (-) 2.142.6 (a) 91 (6) (d) 6.9a (b) 1

ESCROW AGREEMENT IN LIEU OF RETENTION
Public Contact 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 _____ ("Developer"), whose address is _____yTw [(e..003 Tw 414.1 (s0.1 (c)-dy(e)-11.4/w 9.96 -o")-39p.

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

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 isew5256 Account is count isew5256 Tm119.434 0 T5()Tj5.767 0 Td()Tj6

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: Cesar Chavez/Edward Kemble New Construction and Modernization

CONTRACT NO.: _____ between the Sacramento City Unified School District (CD(s)1108). (00-14.1 (.6

APPLICATION AND CERTIFICATE FOR PAYMENT - SAMPLE

TO:	PROJECT:	APPLICATION NO:	Distribution to:	OWNER
		INVOICE NO:		ARCHITECT
		PERIOD TO:		CONTRACTOR
FROM:	JOB:	PROJECT NO:		INSPECTOR OF RECORD
	ARCHITECT:	DSA FILE NO:		3 RD PARTY INSPECTOR
		CONTRACT DATE:		DISBURSEMENT AGENCY

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 \$ _____

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)

DEVELOPER CONTINGENCY EXPENDITURE DIRECTIVE FORM

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

DEVELOPER CONTINGENCY EXPENDITURE DIRECTIVE NO.:

**DEVELOPER CONTINGENCY EXPENDITURE
DIRECTIVE**

Project:
Building Project:
Bid 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	Developer Contingency Authorized for Expenditure	Days Ext.
Request for DCED #	[Description of unforeseen item relating to Work]	\$	
Requested by:			
Performed by:			
Reason:			

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

The undersigned Developer approves the foregoing release of contingency for completion of each specified item, and as to the extension of time6 (n)-1.6ied i b f , t i l (ti).5 (55 (g)-5)6.96 (i)-1rTJ

OWNER CONTINGENCY EXPENDITURE DIRECTIVE

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

Contractor Name:

OWNER CONTINGENCY EXPENDITURE DIRECTIVE NO.:
#

Project:
Building Project:
Bid No.:

Date:
DSA File No.:
DSA Appl. No.:

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

Reference	Description	Owner Contingency Authorized for Expenditure	Days Ext.
Request for OCED # Requested by: Performed by: Reason:	PCO# XX:	\$ 0.00	

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 Owner Contingency Amount:	\$
	Amount of Previously Approved Owner Contingency Expenditure Directive(s):	\$
	Amount of this Owner Contingency Expenditure Directive:	\$
	Total Owner Contingency Amount Remaining:	\$

The undersigned Developer approves the foregoing release of Owner 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 Owner Contingency Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized Owner 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:

<p>CONTRACTOR:</p> <p>Date: _____</p> <p>By: _____</p>	<p>CONSTRUCTION MANAGER:</p> <p>Kitchell CEM</p> <p>Date: _____</p> <p>By: _____</p>
<p>SCUSD MANAGER III, FACILITIES PM:</p> <p>_____</p> <p>Date: _____</p> <p>By: _____</p>	<p>SCUSD DIRECTOR III FACILITIES MGMT:</p> <p>_____</p> <p>Date: _____</p> <p>By: _____</p>

END OF DOCUMENT

ALLOWANCE EXPENDITURE DIRECTIVE FORM

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

**ALLOWANCE
EXPENDITURE
DIRECTIVE NO.:**

ALLOWANCE EXPENDITURE DIRECTIVE

Project: Building Project
Bid No.:

DATE: 3.6.65: Bui-10.7 (d N)-1:

The undersigned Developer approves the foregoing release of allowance for completion of

each specified item, 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

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>
--	---	-------------------

PROPOSED CHANGE ORDER FORM

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

PCO NO.:

Project:
Bid No.:
RFI #:

Date:
DSA Fii6DD5B7066D85B32.8.42)66248157.

	<u>WORK PERFORMED BY DEVELOPER</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach 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>Add General Conditions Cost</u> (if Time is Compensable) (attach supporting documentation)		
(e)	<u>Subtotal</u>		
(f)	<u>Add Overhead and Profit for Developer</u> , not to exceed _____ percent (___%) of Item (e)		
(g)	<u>Subtotal</u>		
(h)	<u>Add Bond and Insurance</u> , not to exceed _____ percent (___%) of Item (g)		

CHANGE ORDER FORM

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

CHANGE ORDER NO.:

iee86(t)]T29.52 61Tm()TjE



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

(PUT ON SUBCONTRACTOR LETTERHEAD)

GUARANTEE FORM

_____ [Contractor's Name] hereby unconditionally guarantees that the Work performed at Cesar Chavez/Edward Kimble New Construction & Modernization Project/ RFQ/P #460/7495 29 Street Sacramento, CA 95822 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.

AGREEMENT AND RELEAS

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

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Signature: _____

Print Name: MQBT9 HOn a460