
Recorded Address:
Physical Address:
APN: 007-0054-001

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

[Developer]
[Address]

Dated as of _____, 20__

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

END OF DOCUMENT

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: Tm0 G[(E)-6(ve)7(r)-6(y)-7ery 6(ve)7(r)-6(y)-7e.0000wing e.0000wi

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: _____

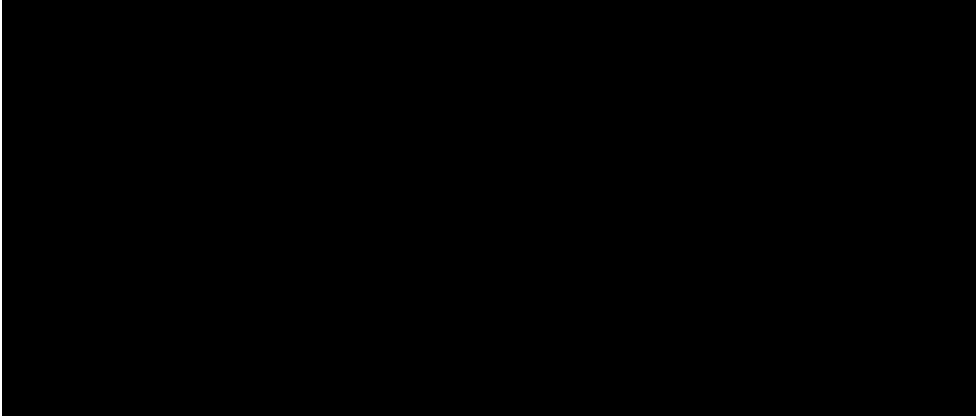
Title: _____

_____: 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]



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

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: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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

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

8.

- 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

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

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. _____

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

PROJECT: _____

Date Submitted (for Updates): _____

Developer

DATED: _____ 20__

TO: _____ ("Developer")
[ADDRESS]

PROJECT:

CONTRACT NO.: _____ between the

APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	PROJECT:	APPLICATION NO:	Distribution to:
		INVOICE NO:	OWNER
		PERIOD TO:	ARCHITECT
FROM:	JOB:	PROJECT NO:	CONTRACTOR
	ARCHITECT:	DSA FILE NO:	INSPECTOR OF RECORD
		CONTRACT DATE:	3 RD PARTY INSPECTOR
			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 3CES5AL ALA3(n)C3(N)-14wS111111. 9 60 1 300 EMC qCID

The undersigned Developer approves the foregoing release of allowance for completion of each specified item, an1W*Cg6(D)3(-cifi)--6(r)stoW*8(a)5(ct63(oW*furnti)-()-8sh(o)5((1W*C)-138(al)-()

[Name/Address]

* * * 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