Meeting Date: **10/22/2013**

Report Type: Consent

Report ID: 2013-00776

City of SACRAMENTO

01

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Contract: Meadowview Liquefied Natural Gas Fuel Station Project (C13000100) (Reviewed 10/15/2013)

Location: Meadowview Service Center, District 8

Issue: The liquefied natural gas (LNG) fuel infrastructure at the Meadowview City Service Complex (MCSC) is over 10 years old and inadequate to support the current fueling demand. The recommended contract will be used for the partial removal, renovation, and replacement of the existing LNG fuel infrastructure.

Recommendation: 1) Pass a Resolution transferring existing funding in the amount of $135,000 from the Solid Waste Facility Repair and Rehabilitation Project (Y14000900, Solid Waste Fund, Fund 6007) to the Meadowview LNG Fuel Station Project (C13000100); and 2) Pass a Motion authorizing the City Manager or the City Manager's designee to execute a design-build contract with Aztec Consultants for the partial removal, renovation, and replacement of the LNG fuel infrastructure at the MCSC for the LNG Fuel Station Project (C13000100) in an amount not to exceed $1.47 million.

Contact: Keith Leech, Fleet Manager, (916) 808-5869, Yadi Kavakebi, Facilities & Real Property Superintendent, (916) 808-8432, James Christensen, Senior Engineer, (916) 808-5863, Department of General Services

Presenter: None

Department: General Services

Division: Architecture & Engineering

Dept ID: 13001541

Attachments:

1-Description/Analysis

2-Contract

3-Resolution

City Attorney Review

Approved as to Form
Kourtney Burdick
10/10/2013 3:58:45 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
10/4/2013 11:33:43 AM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 10/8/2013 5:05:54 PM

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Description/Analysis

Issue Detail: The majority of the City's LNG fleet, comprised of nearly 100 refuse trucks, obtains fuel at the MCSC. The LNG fuel infrastructure at the MCSC, however, is over ten years old and inadequate to support the current fueling demand. On May 28, 2013, City Council suspended competitive bidding (where the contract award is based on price alone) to allow staff to engage in an alternative competitive process to allow the City to utilize the design-build method of project delivery for renovating the MCSC fuel station (Resolution No. 2013-0166). A Request for Proposals (RFP) was issued on July 12, 2013, and Aztec Consultants was the only bidder on the project. This report recommends awarding a design-build contract to Aztec Consultants for the removal, renovation, and replacement of the LNG fuel infrastructure at the MCSC. The project will double the current fueling capacity at the station by installing two new LNG modular fuel stations and refurbishing the two existing LNG modular fuel stations.

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code Chapter 3.60 and Administrative Policy 4002 regarding contracts for public projects.

This item was reviewed by Council on October 15, 2013, consistent with Resolution 2013-0367, which requires additional posting time for labor agreements and agreements greater than $1 million.

Economic Impacts: The recommended contract is expected to create 5.9 jobs (3.4 direct jobs and 2.5 jobs through indirect and induced activities) and create $907,629 in total economic output ($572,085 of direct output and another $335,544 of output in indirect and induced activities).

The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to quantify the economic impacts of a hypothetical $1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.

Environmental Considerations:

California Environmental Quality Act (CEQA): The Community Development Department has determined that this project is categorically exempt from CEQA pursuant to CEQA Guidelines Class 1 and 3, Sections 15301 and 15303. The project consists of the operation, repair, and minor alteration of existing LNG fuel dispenser tanks involving their removal, renovation, and replacement at their existing location. In addition, the project consists of installing two new modular LNG fuel dispenser tanks at the site of the existing fuel dispenser tanks. The project will have no significant effect on the environment.

Sustainability: The expansion and refurbishment of the LNG fuel infrastructure at the MCSC supports the City's Fleet Sustainability Policy goal of utilizing

alternative fuels wherever practical to reduce petroleum use and associated emissions.

Commission/Committee Action: None

Rationale for Recommendation: The MCSC LNG fuel infrastructure is over ten years old and inadequate to support the current fueling demand. The project will double the current fueling capacity by installing two new LNG modular fuel stations and refurbishing the two existing LNG modular fuel stations.

On July 12, 2013, the Department of General Services (DGS) issued RFP No. P13131541015 for the Meadowview LNG Fuel Station Project. Aztec Consultants was the only respondent. A selection committee comprised of staff from three DGS divisions determined that Aztec Consultants is qualified for the required work but was not responsive to the RFP because it does not meet the emerging/small business development (ESBD) requirement. This would normally result in issuing a new RFP. Doing so in this case, however, is unlikely to produce different results as there was only one response to the original RFP. In addition, the selection committee has determined that the price of the LNG equipment, for which there is only one manufacturer, represents such a high percentage of the total project cost that the 20 percent ESBD goal is unattainable. Accordingly, this report recommends contract award to Aztec Consultants.

Financial Considerations: The total project cost for the Meadowview LNG Fuel Station Project is $1.71 million. On behalf of the City, Fleet Management has been awarded a California Energy Commission (CEC) grant in the amount of $600,000 that will cover approximately 35 percent of the project cost. The grant requires matching funds from the City of at least 50 percent of the project cost. The City will provide matching funds from the Meadowview LNG Fuel Station Project (C13000100, Fleet Fund, Fund 6501) and from the Solid Waste Facility Repair and Rehabilitation Project (Y14000900, Solid Waste Fund, Fund 6007) equal to 65 percent of the estimated project cost. The project funding will be provided as follows:

Fleet Fund (Fund 6501)	$ 555,000
Solid Waste Fund (Fund 6007)	555,000
CEC grant funds	600,000
Project cost	$1,710,000

Sufficient funding exists in the Y14000900 project budget to support the recommended transfer of $135,000 to the C13000100 project. Upon approval of this transfer sufficient funding will exist in the C13000100 project budget to execute the recommended contract with Aztec Consultants in the amount of $1.47 million.

Emerging Small Business Development (ESBD): Aztec Consultants is not certified as an emerging/small business firm. The company, however, was the only bidder on the project. And it is unlikely, even in a re-bid scenario, that another firm would qualify as an ESBD as the selection committee has determined that the price of the LNG equipment, for which there is only one manufacturer, represents such a

high percentage of the total project cost that the 20 percent ESBD goal is unattainable for this project.

As discussed above, the Council previously suspended competitive bidding for this project in order to authorize the use of the design-build project delivery method.

City of Sacramento

Tax ID # if applicable:

Requires Council Approval: ☐ No ☒ YES Meeting: 10-15-13/ 10-22-13

☐ Real Estate ☐ Other Party Signature Needed ☐ Recording Requested

General Information

Type: Public Project PO Type: Formal Bid-Construction $ Not to Exceed: $ 1,470,000.00	Attachment: Original No.: Original Doc Number:
Other Party: Aztec Consultants	Certified Copies of Document::
Project Name: Meadowview City Service Complex LNG Fueling Station Renovation and Expansion	Deed: ☐ None ☐ Included ☐ Separate
Project Number: 199226 Bid Transaction #:P131315411010	E/SBE-DBE-M/WBE:

Department Information

Department: General Services
Division: Architects & Engineers
Project Mgr: James Christensen
Supervisor: Yadi Kavakebi
Contract Services: Tim Hopper
Date: 9-27-13
Division Mgr: Yadi Kavakebi
PM Phone Number: 808-5663
Org Number: 13001541

Comment:

Review and Signature Routing

Department	Signature/Initial	Date
Project Mgr:		
Contract Services:	[signature]	9-30-13
Supervisor:		
Division Manager:		

City Attorney	Signature or Initial	Date
City Attorney:	KCB	10/2/13

☒ Call Tim Hopper x8173 ☐ Notify for Pick Up

Authorization	Signature	Date
Schwartz, Reina Department Director:		
City Mgr: yes ☒ No ☐		

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing

Finalized:
Initial:
Date:

Imaged:
Initial:
Date:

Received:
(City Clerk Stamp Here)

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P13131541015

Project: Meadowview City Service Complex LNG Fueling Station Renovation and Expansion

Project Number: P131315411010/WO1991226
Department: General Services
Division: Facilities & Real Property Management

City of Sacramento

DESIGN-BUILD CONTRACT WITH A GUARANTEED MAXIMUM PRICE (GMP)

THIS CONTRACT, dated for identification _____, 20__, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and:

DESIGN-BUILDER:
Aztec Consultants
2021 Omega Road, Suite 200
San Ramon, CA 94583

PROJECT:
Meadowview City Service Complex LNG Fueling Station Renovation and Expansion
2812 Meadowview Road, Sacramento, CA. 95823

1.00 PROJECT DESCRIPTION

This project involves the design, review, coordination, permitting, construction and commissioning for : Meadowview City Service Complex LNG Fueling Station Renovation and Expansion, 2812 Meadowview Road, Sacramento, CA 95823. This design build contract is to add two (2) new LNG fueling stations and to renovate the two existing LNG stations.

2.00 SCOPE OF WORK

Design-Builder shall perform all design, construction services, support services, and provide all material, equipment, tools, and labor necessary to complete the Work described in and reasonably inferable from the Contract Documents.

3.00 CONTRACT DOCUMENTS

A. The Contract Documents, sometimes also referred to as the "Contract," consist of the following items, which are hereby incorporated by reference as if set forth in full in this Contract:

1. This Contract
2. General Conditions (Exhibit A)
3. Special Conditions (Exhibit B)
4. Facilities and Equipment to be provided by the City (Exhibit C)
5. General Provisions (Exhibit D)
6. Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on June 4, 2007 (Resolution No. 2007-350), and

any subsequent amendments thereto approved by the Sacramento City Council or the Sacramento City Manager

7. Construction Guidelines and Requirements (Exhibit F)
8. Design Guidelines (Exhibit G)
9. Project Criteria as defined in the RFQ/RFP documents, including all Appendices, dated 7-11-13.
10. Guaranteed Maximum Price (GMP) accepted by City (Appendix J to the RFQ/RFP)
11. Construction Drawings and Specifications prepared by Design Build team
12. The Emerging and Small Business Enterprise (E/SBE) Requirements
13. The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance (Exhibit E)
14. The City's Reference Guide for Construction Contracts
15. The drawings and other data and all developments thereof prepared by Design-Build team pursuant to this Contract.
16. Professional Hourly Rates (Exhibit H)

Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.

The GMP set forth may be superseded or amended by designs, decisions, or changes / modifications completed during Work, if both parties specifically acknowledge and mutually accept the itemized changes / modifications in writing.

Items 1 – This Contract, 2 – General Conditions, 3 – Special Conditions, 4 – Standard Specifications, or 5 – Construction Guidelines and Requirements are not subject to revision unless initiated and approved in writing by CITY.

Unless specifically noted otherwise, references to the "Standard Specifications" shall mean and refer to the Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on June 4, 2007 (Resolution No. 2007-350), and any subsequent amendments thereto approved by the Sacramento City Council or the Sacramento City Manager, but limited to the following sections:

Section 5 - Control of Work and Materials
Section 6 - Legal Relations and Responsibilities
Section 7 - Prosecution and Progress
Section 10 - Construction Materials
Section 11 - Pre-Construction Photographs
Section 12 - Clearing and Grubbing, Tree Removal
Section 13 - Existing Facilities
Section 14 - Earthwork, Excavation, Embankment and Sub-Grade
Section 15 - Water Use In Construction
Section 16 - Water Quality Control
Section 17 - Laying Aggregate Base
Section 18 - Headers
Section 19 - Portland Cement Concrete Pavement, Joints and Curing
Section 20 - Concrete Structures
Section 21 - Placing Steel Reinforcement
Section 22 - Asphaltic Concrete
Section 23 - Bituminous Seal
Section 24 - Curbs, Gutters, Sidewalks, Gutter Drains
Section 25 - Sanitary Sewer and Drainage Manholes

Section 26 - Laying Sewer and Drain Pipe
Section 27 - Water Distribution Systems
Section 28 - Driveway Culvert and Sidewalk French Drains
Section 29 - Moving and Changing Utilities and Water Services
Section 30 - Drain Inlets, Gutter Drains and Ditch Boxes
Section 31 - Construction Chain Link Fence
Section 32 - Miscellaneous Facilities
Section 33 - Pneumatically Applied Mortar
Section 34 - Electrical
Section 35 - Landscape Planting
Section 36 - Irrigation Systems
Section 37 - Boring and Jacking
Section 38 - Standard Drawings

Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

B. Terms, words, and phrases used in the Contract Documents shall have the meanings given them in the Special Conditions (Exhibit B).

C. The Contract Documents form the entire contract between the CITY and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents and this contract.

4.00 OWNERSHIP OF WORK PRODUCT

4.01 Work Product

CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Design-Builder pursuant to this Contract. In this Contract, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Design-Builder shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

4.02 City's Right to "Information" at Termination

City retains all rights to "information". Should this contract be terminated, the City retains the right to complete or execute the Work with designers, professionals, contractors, sub-contractors, and others hired directly or indirectly by the Design-Builder to prepare the "information". Design-Builder agrees to encourage and facilitate the completion of

the Work and not prohibit or discourage designers, professionals, contractors, sub-contractors or others hired directly or indirectly by the Design-Builder from entering into contracts with City to complete the Work with the City.

4.03 Design-Builder Requirement to Use Licensed Professionals

Design-Builder shall, consistent with applicable California state licensing laws, provide qualified, licensed design professionals employed by Design-Builder, or procured from qualified, California licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Licensed design consultants shall not include licensed contractors preparing designs for work they will install under the provisions of Division 3 of the Business and Professions Code by Section 5537.2 or 6737.3. Nothing in the Contract Requirements is intended or deemed to create any legal or contractual relationship between City and any design consultant employed by the Design-Builder. Design-Builder shall not transfer responsibility for any design or professional services to a different consultant, design-build sub-contractor or other design team member.

5.00 CONTRACT PRICE

A. City shall pay Design-Builder in accordance with the requirements set forth in this section. Design-Builder acknowledges that City is not obligated to complete the work with the Design-Builder.

B. City agrees to pay Design-Builder, as part of the Contract Price, on the following basis:

1. Professional Services and reimbursable expenses associated with design activities for a total not to exceed Fourteen Thousand Dollars and no cents ($14,000.00).

2. Professional Services Contingency, which is owned and controlled by the City of Sacramento, for a total not to exceed Eight Thousand Dollars ($8,000.00).

3. Construction Services, construction, labor, materials, equipment ($1,374,000.00) and associated expenses (bonds and insurance $39,000.00) related to the completion of construction One Million Four Hundred Thirteen Thousand Dollars and no cents ($1,413,000.00).

4. Construction Contingency, which is owned and controlled by the City of Sacramento, for a total amount not to exceed Thirty Five Thousand Dollars and no Cents ($35,000.00).

5. Total compensation shall not exceed One Million Four Hundred Seventy Thousand Dollars and no cents ($1,470,000.00).

6. Compensation for Professional Services covered by items #1 & #2 above shall not be subject to retention.

7. Compensation for all work covered by items #3 & #4 above shall be subject to retention. (Refer to Exhibit A – Section 1 – Progress Payments and Final Payment).

8. Design-Builder shall submit a separate invoice for Professional Services covered by items #1 & #2 above.

9. Design-Builder shall submit a separate pay request and schedule of values for construction related work covered by items #3 & #4 above.

10. Professional Services Contingency and Construction Contingency, Items #2 and #4, are owned and controlled by the City of Sacramento. Only the City has the authority to allocate use of contingency funds (See section 5.03(B)).

5.02 Cost of the Work

The term "Cost of the Work" shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work.

The following items are NOT a part of the "Cost of the Work" and shall be paid for by the CITY.

A. Cost of the City Building Department plan check, City Building Department Construction & Demolition Permits and the City Building Department Inspections unless specifically excluded elsewhere in this agreement; and,

B. Cost of furniture including freestanding furniture and delivery cost to the project site; and,

C. Cost of installing data and communications systems; and,

D. Cost of artwork related to the "Art-In-Public-Places" program, and any directly related additional foundations, footings, roof reinforcement or engineering; and,

E. Cost of the soils report; and,

F. Cost of the initial materials testing and special inspections throughout the work.

The following items remain the responsibility of the DESIGN-BUILDER and shall be included in the "Cost of the Work":

A. Cost of any overtime charges, special inspections conducted outside normal working hours, retesting fees, re-inspection fees and similar charges resulting for action or inaction by the DESIGN-BUILDER; and,

B. The following costs related to furniture associated with the project:

a. Receipt, unloading, staging and installation of furniture; and,
b. Basic furniture design, layout and coordination; and
c. Detailed inventory, bidding documents and installation drawings; and
d. Coordination and installation of conduits, pull wires, junction boxes, distribution boxes and coverplates for power, communication, data, security, surveillance cameras, access controls and similar items; and,
e. Connection of line voltage and low voltage power to all furniture; and,
f. Design and layout of all low-voltage and line voltage outlets in furniture, equipment and similar items necessary to complete the WORK; and,
g. Built-in furniture.

C. Purchase and installation of junction boxes, coverplates, conduits, "J"-hooks, cable trays, dedicated power, structural supports and seismic supports for all data and communication equipment and distribution systems. Plus design and installation of all power requirements, dedicated/isolated circuits and provisions for fifty percent (50%) space in all conduits and cable trays.

D. Cost related to the coordination and installation of artwork, including design, engineering, labor, equipment, reinforcement, backing, support and similar costs needed to complete all artwork installation; and,

E. Cost of additional soils investigation and design recommendations following CITY acceptance of the GMP.

F. All costs associated with retesting, reinspection and similar quality assurance confirmation efforts when the initial test, inspection or quality assurance confirmation fails to meet the requirements of the contract documents.

G. Cost of all CBC Title 24 Part 6 Acceptance Testing and documentation requirements.

H. Development and preparation of a Storm Water Pollution Prevention Plan (SWPPP) and related documentation to comply with requirements established by the California State Water Resources Control Board and the City of Sacramento Utility Department. Design-Builder shall be responsible for securing all approvals, paying all fees, and processing all paperwork necessary to secure all required permits. At the end of the project the Design-Builder shall be responsible to provide permit closure letters, all necessary supporting documentation and all processing and paperwork necessary to close all permits related to the SWPPP prior to completion of the project. Design Builder shall be responsible for all fines, fees or similar charges levied for non-compliance with the SWPPP and requirements established by the regulatory agencies listed above.

5.03 The Guaranteed Maximum Price (GMP)

A. Design-Builder guarantees that it shall complete all Work described in this agreement for a cost not to exceed the GMP attached to this agreement. The GMP shall include the following:

a. A detailed construction and design cost breakdown for all work to be completed by Design-Builder and sub-contractors, including a detailed description of all assumptions used for alternates,
b. A list of subcontractors;
c. A list of professionals;
d. A performance schedule documenting the Critical Path;
e. All documentation required in Exhibits "F" and "G";
f. All bonds and insurance necessary for completion of the Work.
g. ESBD Certification documentation related to how the Design-Build team achieve or exceed 20% participation.

B. The Contingency is available for City's exclusive use for costs that are incurred in performing the Work that are not included in a specific line item of the GMP. Contingency funds remaining at the end of the project shall be returned to the City.

C. Savings

If the sum of the actual Cost of the Work is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall remain with City and the "Contract Price" shall be reduced by the same amount upon issuance of the final payment to the Design-Builder.

6.00 Representatives of the Parties

The CITY Representative for this Contract is:

James Christensen, P.E. Senior Engineer
City of Sacramento
Department of General Services
5730 24th Street, Building #4, Sacramento, CA 95822
Phone (916) 808-5863

All Design-Builder questions pertaining to this Contract shall be referred to the City Representative or the Representative's designee.

The Design-Builder Representative for this Contract is:

Bob Nisbet, Project Engineer
Aztec Consultants
2021 Omega Road, Suite 200
San Ramon, CA 94583
Phone (925) 551-1909

All City questions pertaining to this Contract shall be referred to the Design-Builder Representative. All correspondence to Design-Builder shall be addressed to the address set forth in Section 7.00 one of this Contract. Unless otherwise provided in this Contract, all correspondence to the CITY shall be addressed to the City Representative.

7.00 GENERAL REQUIREMENTS

A. **Facilities and Equipment.** Except as set forth in Exhibit C, Design-Builder shall, at its sole cost and expense, furnish all facilities, services and equipment that may be required to complete the Work. City shall furnish to Design-Builder only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

B. **General Provisions.** The Design-Builder shall provide and maintain indemnity and insurance requirements set forth in the General Provisions (Exhibit D) throughout completion of the project. In addition to the requirements set forth in the General Provisions the Design-Builder shall maintain the insurance and bonding requirements set forth in Exhibit F during construction activities.

In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by Design-Builder and made a part of this Contract, including without limitation any document relating to the scope of services or payment therefore, the General Provisions shall control over said terms or conditions.

C. **Non-Discrimination in Employee Benefits.** This Contract is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. Design-Builder is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

D. **Authority.** The person signing this Contract for Design-Builder hereby represents and warrants that he/she is fully authorized to sign this Contract on behalf of Design-Builder and to bind Design-Builder to the performance of its obligations hereunder.

E. **References.** Titles, headings and similar references contained herein are solely to facilitate reference to various provisions of the contract and in no way affect or limit the interpretations of the provisions to which they refer.

F. **Attachments and Exhibits.** All attachments and exhibits referred to herein or attached hereto are by this reference incorporated as if set forth fully herein.

P13131541015

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name:_____

Title:_____

For: John F. Shirey, City Manager

APPROVED TO AS FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

Attachments

Exhibit A -	General Conditions
Exhibit B -	Special Conditions
Exhibit C -	Facilities/Equipment Provided
Exhibit D -	General Provisions
Exhibit E -	Non-Discrimination in Employee Benefits
Exhibit F -	Construction Guidelines and Requirements
Exhibit G -	Design Guidelines
Exhibit H -	Hourly Professional Rates

DESIGN-BUILDER:

Aztec Consultants
NAME OF FIRM

68-0262823
Federal I.D. No.

371-6616-2
State I.D. No.

APPL2013-03891 1343
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY
(check one):

_____ Individual/Sole Proprietor
_____ Partnership
x Corporation ***(two signatures)***
_____ Limited Liability Company
_____ Other (*please specify:*_____)

Signature of Authorized Person

Edward R. Duarte, CEO
Print Name and Title

Additional Signature (Corporation)

E. Frank Duarte, President
Print Name and Title

EXHIBIT A

GENERAL CONDITIONS

1. PROGRESS PAYMENTS AND FINAL PAYMENT

Subject to the terms and conditions of the Contract, City shall cause payments to be made upon demand of Design-Builder as follows:

(A) On or about the first of the month, the Design-Builder shall present to the City a separate itemized Invoice for work completed through the twentieth (20th) calendar day of the preceding month. The Invoice shall be limited to design related work and associated reimbursable expenses. After the City's representative and Design-Builder approve the scope of work and charges listed in the Invoice in writing, the City will issue a certificate for one hundred percent (100%) of the Invoice amount less any amount subject to deductions or withholdings authorized or required under the contract or by any applicable laws or regulations.

(B) On or about the first of the month, Design-Builder shall present to the City a separate itemized Pay Request Application and matching Schedule of Values for work completed through the twentieth (20th) calendar day of the preceding month. The Pay Request Application shall be limited to construction related work itemizing the amount of labor and materials incorporated in the Work. After the City's Representative and Design-Builder approve the scope of work and charges listed in the Pay Request Application and Schedule of Values in writing, and the City's Construction Manager and Inspector confirms the Pay Request Application and Schedule of Values are acceptable for payment, and the City's Labor Compliance Officer confirms all labor compliance associated with the Pay Request Application has been properly completed and filed, the City will issue a certificate for ninety five percent (95%) of the amount the City shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

(C) No inaccuracy or error in said monthly estimates shall operate to release Design-Builder from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.

(D) Design-Builder shall not be paid for any defective or improper Work.

(E) The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be due and payable sixty (60) days after completion and final acceptance of the Work by City; provided that the City may determine, in its sole discretion, to release up to fifty (50) % of such retention, in whole or in part, at any time. Acceptance by Design-Builder of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Design-Builder specifically reserves in

writing, but only to the extent that the Design-Builder has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Design-Builder shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.

(F) The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives an Invoice and/or Pay Request Application jointly approved by the Design-Builder and the City's Representative as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Design-Builder. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Section 20104.50.

2. RETENTION OF SUMS CHARGED AGAINST DESIGN-BUILDER

When, under the provisions of this Contract or any applicable Laws or Regulations, City is authorized or required to withhold, deduct or charge any sum of money against Design-Builder, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate(s), or from any other moneys due or that may become due Design-Builder from City. If, on completion or termination of the Contract, sums due Design-Builder are insufficient to pay City's charges, City shall have the right to recover the balance from Design-Builder or its Sureties.

3. COMMENCEMENT AND PROSECUTION OF WORK

The CITY shall issue a Notice to Proceed for the Work under this contract.

Design-Builder shall commence the Work activities on or before fifteen (15) calendar days from the date the written Notice to Proceed is issued by the City.

Design-Builder shall diligently prosecute the work to final completion.

4. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before 230 calendar days from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete the entire Work by the Completion Date and in the manner provided for in the Contract Documents shall subject Design-Builder to liquidated damages as provided in this Contract. Time is and shall be of the essence in the performance and completion of the Work.

The City may extend the contract time for purposes of administrative management. Extensions of contract time shall not extend the "Time of Completion" set forth above unless specifically mentioned as a modification to the "Time of Completion".

5. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Design-Builder, shall not constitute acceptance of the Work or any portion thereof and shall in no way reduce the liability of Design-Builder to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

6. ACCEPTANCE NOT RELEASE

Design-Builder shall correct immediately any defective or imperfect work or materials which may be discovered before final acceptance of the entire Work, whether or not such defect or imperfection was previously noticed or identified by the City. The inspection of the Work, or any part thereof, shall not relieve Design-Builder of any of its obligations to perform satisfactory work as herein specified.

Failure or neglect on the part of City or any of its officers, employees or authorized agents to discover, identify, condemn or reject defective or imperfect work or materials shall not be construed to imply an acceptance of such work or materials, if such defect or imperfection becomes evident at any time prior to final acceptance of the entire Work, nor shall such failure or neglect be construed as barring City from enforcing Design-Builder's warranty(ies) or otherwise recovering damages or such a sum of money as may be required to repair or rebuild the defective or imperfect work or materials whenever City may discover the same, subject only to any statutes of limitation that may apply to any such claim.

7. RELEASE

If requested to do so by the City, at the time of final payment, as a condition precedent to final payment, Design-Builder and each assignee under any assignment in effect at the time of final payment shall execute and deliver a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by City which shall discharge City, its officers, agents, and employees of and from all liability, obligations, and claims arising under this contract.

8. CITY'S RIGHT TO TAKE POSSESSION OF THE WORK IN WHOLE OR IN PART

The City shall have the right at any time to enter upon the Work and perform work not covered by this Contract, or to occupy and use a portion of the Work, prior to the date of the final acceptance of the Work as a whole, without in any way relieving Design-Builder of any obligations under this Contract.

9. NO WAIVER OF REMEDIES

Neither the inspection by City, its officers, employees or agents, nor any certificate or other approval for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City, its officers, employees or its agents shall operate as a waiver of any provision of the Contract Documents nor of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held

to be a waiver of any other or subsequent breach. All remedies provided in the Contract Documents shall be taken and construed as cumulative; in addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

10. WARRANTY

a) Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Design-Builder warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after the completion date listed on the Notice of Completion document that is filed with the County of Sacramento. Design-Builder shall repair or replace all work or material, together with any other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City. Design-Builder is obligated to conduct a pre-warranty walkthrough with the owner representative to verify warranty issues 30 calendar days prior to the expiration date of the warranty period. Failure to do so will extend the warranty period until the walkthrough has occurred.

b) In the event that Design-Builder shall fail to comply with the conditions of the foregoing warranty within ten (10) calendar days after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair, or obtain the repair of, the defect and Design-Builder shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing warranty results in a condition that constitutes an immediate hazard to public health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Design-Builder shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include both temporary and permanent repairs that may be required as determined in the sole discretion and judgment of City.

c)

d) In addition to the above, the Design-Builder shall make a written assignment of all manufacturers' and other product warranties to the City, prior to completion and final acceptance of the Work by City.

e)

The Design-Builder's Performance Bond shall secure the performance of the Design-Builder's obligations under this Section, and the Design-Builder and its Surety shall be jointly and severally liable for these obligations.

11. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

(A) The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this

reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Design-Builder acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Design-Builder's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Design-Builder to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

(B) Design-Builder shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of $946.00 for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Design-Builder as the loss to City and the public resulting from Design-Builder's default.

The parties agree, and by execution of this Agreement, Design-Builder acknowledges that it understands and agrees, that the foregoing provisions provide for the imposition of liquidated damages from the Completion Date (as extended in accordance with the Contract Documents, if applicable) until the date of completion of the entire Work as determined by the Engineer in accordance with Section 8-4 of the Standard Specifications, whether or not the Work or any portion thereof is claimed or determined to be substantially complete prior to such date of completion.

THE FOLLOWING ADDITIONAL LIQUIDATED DAMAGES PROVISION(S) APPLY IF CHECKED:

☐ In addition to the liquidated damages specified above, Design-Builder shall pay additional liquidated damages to City for failure to complete the portion of the Work specified below by the milestone date specified below (as such milestone date may be extended in accordance with the Contract Documents, if applicable). The amount of such additional liquidated damages shall be either *[check one]*:

☐ a lump sum amount of _____, OR

☐ the daily amount of _____ for each calendar day after such milestone date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which such portion of the Work is completed.

Such amount is the actual cash value agreed upon by the City and Design-Builder as the additional loss to City and the public resulting from Design-Builder's default.

Portion of the Work	Milestone Date
_____	_____
_____	_____

DESIGN-BUILDER'S ACKNOWLEDGMENT:_____

☐ In addition to the potential damages described above, failure to complete the entire Work within the time(s) specified herein may expose the City to penalties or fines and/or may negatively affect the availability of project funding. In recognition of these potential damages, in addition to the liquidated damages specified above, Design-Builder shall pay additional liquidated damages to City in the lump sum amount of _____ if the entire Work is not completed by _____. Such amount is the actual cash value agreed upon by the City and Design-Builder as the additional loss to City and the public resulting from Design-Builder's default.

DESIGN-BUILDER'S ACKNOWLEDGMENT:_____

(C) In the event Design-Builder shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments that otherwise would be or become due Design-Builder until the liability of Design-Builder under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due or to become due to City. Any remaining balance of such payments shall be paid to Design-Builder only after discharge in full of all liability incurred by Design-Builder under this section or otherwise under any provision of the Contract Documents or any applicable Law or Regulation. If the sum so retained by City is not sufficient to discharge all such liabilities of Design-Builder, Design-Builder shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as specified above shall in any manner be construed to constitute a release of any such liabilities nor a waiver of the City's right to withhold payment for such liabilities.

12. DESIGN-BUILDER SHALL ASSUME RISKS

Until the completion and final acceptance by City of all Work under this Contract, the Work shall be under Design-Builder's responsible care and charge. Design-Builder, at no cost to City, shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work.

13. GENERAL LIABILITY OF DESIGN-BUILDER

Except as otherwise herein expressly stipulated, Design-Builder shall perform all the Work and furnish all the labor, materials, tools, equipment, apparatus, facilities, transportation, power and light, and appliances, necessary or proper for performing and completing the

Work herein required in the manner and within the time herein specified. The mention of any specific duty or liability of Design-Builder shall not be construed as a limitation or restriction of any general liability or duty of Design-Builder, and any reference to any specific duty or liability shall be construed to be solely for the purpose of explanation.

14. INSURANCE

Design-Builder shall maintain all insurance and bonds as set forth in Exhibits "D" & "F" through completion of this contract.

15. FAILURE TO MAINTAIN BONDS OR INSURANCE

If, at any time during the performance of this Contract, Design-Builder fails to maintain any item of the bonds and/or insurance required under the Contract in full force and effect, Design-Builder shall immediately suspend all work under the Contract and notify City in writing of such failure. After such notice is provided, or if City discovers such failure and notifies Design-Builder, the City thereafter may withhold all Contract payments due or that become due until notice is received by City that such bonds and/or insurance have been restored in full force and effect and that the premiums therefore have been paid for a period satisfactory to the Division of Risk Management. Design-Builder shall not resume work until notified by City to do so, and the City shall have no responsibility or liability for any costs incurred by Design-Builder as a result of such suspension of Work.

In addition to the foregoing, any failure to maintain any item of the required bonds and/or insurance at any time during the performance of this Contract will be sufficient cause for termination of the Contract by City.

The Design-Builder shall be solely responsible for, and shall defend, indemnify and hold harmless the City, its officers, employees and agents against and from, any and all damages, claims, losses, actions, costs or other expenses of any kind incurred by any party as a direct or indirect result of any suspension of Work or termination of the Contract under the provisions of this Section.

16. EXCUSABLE DELAYS

Design-Builder shall be entitled to a no cost time extension(s) for "Excusable Delays" as defined in Exhibit B, Section 1.02, only when the request for an Excusable Delay is accepted and approved by the City's Designated Representative. Design-Builder is not entitled to, and shall not receive, additional compensation for Excusable Delays.

Time associated with Excusable Delays may be deducted from the project float administered by the City, or added to the Completion Date, at the discretion of the City's Designated Representative.

17. DESIGN-BUILDER TO SERVE NOTICE OF DELAYS

Whenever Design-Builder foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Design-Builder regards as or may later claim to be an Excusable Delay, the Design-Builder shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the

occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Design-Builder's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part or whole of the Work, the Engineer, in estimating the amount due Design-Builder, will assume that any and all delays that may have occurred in its prosecution and completion were not Excusable Delays, except for such delays for which the Design-Builder has provided timely written notice as required herein, and that the Engineer has found to be excusable. Design-Builder shall not be entitled to claim Excusable Delay for any delay for which the Design-Builder failed to provide such timely written notice.

18. EXTENSION OF TIME

If the Design-Builder complies with Section 17, above, and the Engineer finds a delay claimed by the Design-Builder to be an Excusable Delay, the, Design-Builder shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Design-Builder for such delay.

If the City extends the time to complete the Work as provided herein, such extension shall in no way release any warranty or guarantee given by Design-Builder pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties of the Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extension of time. The granting of any extension of time as provided herein shall in no way operate as a waiver on the part of City of its rights under this Contract, excepting only extension of the Completion Date for such period of Excusable Delay as may be determined by the Engineer and approved by a duly authorized change order.

19. NO PAYMENT FOR DELAYS

No damages or compensation of any kind shall be paid to Design-Builder or any sub-contractor because of delays in the progress of the Work whether or not such delays qualify for extension of time under this Agreement; except that this provision shall not preclude the recovery of damages for a delay caused by the City that is unreasonable under the circumstances and that is not within the contemplation of the parties, provided that the Design-Builder timely submits all such written notice(s) and fully complies with such other procedures as may be specified in the Contract Documents or any Laws or Regulations for Design-Builder to claim damages for such delay.

20. CHANGES IN THE WORK

Changes in the Work authorized or directed in accordance with the Contract Documents and extensions of time of completion made necessary by reason thereof shall not in any way release any warranty or guarantee given by Design-Builder pursuant to the provisions of the Contract Documents, nor shall such changes in the Work relieve or release the

Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.

21. ACCOUNTING RECORDS OF DESIGN-BUILDER

During performance of the Contract and for a period of three (3) years after completing the entire Work, Design-Builder shall maintain all accounting and financial records related to the Contract and performance of the Work in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the City upon reasonable written notice.

22. USE TAX REQUIREMENTS

(A) Use Tax Direct Payment Permit For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract and shipped from outside California, the Design-Builder and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

(B) Sellers Permit For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Design-Builder and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Design-Builder and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

(C) The above provisions shall apply in all instances unless prohibited by the funding source for the Contract.

EXHIBIT B

SPECIAL CONDITIONS

B. 1.00 SPECIAL CONDITIONS

1. 1.01 Mutual Obligations

City and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

2. 1.02 Basic Definitions

A. ***City*** shall mean the City of Sacramento, A Municipal Corporation. Direction to the Design-Builder concerning work executed under this contract shall be through the City's designated representative. Directions and requirements from regulatory authorities established by the **City** shall not be construed as direction from the **City**, but rather as direction and requirements from an independent regulatory authority, and not subject to additional compensation.

B. ***City's Project Criteria*** shall mean all criteria developed by or for City to describe City's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. City's Project Criteria may include conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements.

C. ***Contract*** shall mean the executed contract between CITY and Design-Builder.

D. ***Day or Days*** shall mean calendar days unless otherwise specifically noted in the Contract Documents.

E. ***Designer*** shall mean a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder or Subcontractor, to furnish design services required under the Contract Documents.

F. ***Engineer*** shall mean the City's designated representative.

G. ***Fully Executed*** shall mean the final completion of any document requiring endorsements and signatures. A document is not fully executed until all required signatures have been secured and the document has been issued to the Design-Builder by the CITY with all required signatures.

H. ***Hazardous Materials*** shall mean any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

II. I. ***LEED*** shall mean "Leadership in Energy and Environmental Design" as established by the U.S. Green Building Council.

J. ***Legal Requirements*** shall mean all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

K. ***Site*** shall mean the project as defined by the parcel number.

L. ***Special Conditions of Contract*** shall mean Exhibit B to this contract.

M. ***Subcontractor*** shall mean any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include material, labor, and suppliers.

N. ***Substantially Complete*** as applied to the Work shall mean that the building is ready for its intended purpose without undue interference, but there are minor deficiencies, as determined by the City Representative, that do not prevent the Work from being fully functional nor pose any risk to the public health, safety or welfare or public or private property, as determined by the City Representative. The Work shall be considered substantially complete on the date that the City Representative accepts a final punchlist prepared by Design-Builder in writing and the City's Representative issues a Notice of Substantial Completion. Liquidated damages are based upon the final completion date listed in the Notice of Completion document that is filed with the County. Liquidated damages are not based upon substantial completion, beneficial occupancy, or certificate of occupancy.

O. ***Sub-Subcontractor*** shall mean any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include material, men and suppliers.

P. ***Testing Authority*** shall mean the individual in charge of organizing, conducting, paying for all testing and documentation, administering tests, documenting all test results and compiling a formal Acceptance Testing Report required under Title 24, Part 6. For the purposes of this contract the Design-Builder shall be the Testing Authority.

Q. ***Work*** shall mean all efforts associated with Design-Builder's design, construction and other services required by the Contract Documents, including procuring and

furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

R. ***Rain Days*** shall mean days when rain exceeds the 30 year annual mean precipitation by more than 20% as listed in the National Oceanic and Atmospheric Administration (NOAA) for the Sacramento Airport for the period of 1971-2000, when measured during the construction period of the contract. Rain days shall not be measured against monthly averages.

S. ***Excusable Delay*** is limited to time delays directly caused by any of the following where the Design-Builder was not directly or indirectly responsible for the action:

1. Acts of God;
2. Acts of a public enemy;
3. Fires;
4. Rain Days" as defined in Exhibit B Section 1.02.R;
5. Riots;
6. Insurrections;
7. Epidemics;
8. Quarantine restrictions;
9. Strikes;
10. Lockouts;
11. Sitdowns;
12. Unreasonable acts of a governmental agency;
13. Priorities or privileges established for the manufacture, assembly, or allotment of materials necessary in the Work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority;
14. Changes in the Work ordered by City insofar as they necessarily require additional time in which to complete the Work and are not part of a Change Order;
15. Prevention of Design-Builder from commencing or prosecuting the Work because of the acts of others, excepting Design-Builder's subcontractors or suppliers; or
16. Prevention of Design-Builder from commencing or prosecuting the Work because of a Citywide failure of public utility service.
17. Any situation beyond the City's control.

Excusable Delays shall specifically **exclude** all of the following:

1. Delays that do not directly impact the critical path on the approved project schedule;
2. Delays that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Design-Builder;
3. Reasonable delays resulting from time required by City for review of any Design-Builder submittals and for the making of surveys, measurements and inspections;
4. Any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by others employed by City that does not necessarily prevent the completion of the entire Work within the time specified.

2.00 DESIGN-BUILDER'S SERVICES AND RESPONSIBILITIES

2.01 General Services

A. Design-Builder's Representative shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with City and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of City and Design-Builder.

B. Design-Builder shall provide City with a monthly status report detailing the progress of the Work, including (i) confirmation the Work is proceeding according to schedule, (ii) listing of discrepancies, conflicts, or ambiguities in the Contract Documents that require resolution, (iii) a listing of health and safety issues related to execution and completion of the Work, (iv) a listing of other items requiring resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s), (v) a detailed cost and time breakdown of project cost and any executed or pending PCO's or Change Orders, and (vi) a detailed work schedule for subsequent the 60 day period.

C. Design-Builder shall prepare and submit, at least ten (10) days prior to the meeting contemplated by Section 2.01.D hereof, a Critical Path Schedule for the execution of the Work. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when City information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Adjustments to the Critical Path Schedule shall not use "float" or "excused delays" unless approved by City's Designate Representative City's review of and response to the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

D. Within fifteen (15) days of the issuance of the Notice to Proceed the Design-Builder will meet to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

E. Design-Builder assumes responsibility for protection, security and control of all facilities, structures and equipment within the areas of construction.

F. Design-Builder assumes responsibility for installation, transferring, maintaining and paying for all utility costs related to the execution of the Work through issuance of the final Notice of Substantial Completion.

2.02 Design Professional Services

Design-Builder shall, consistent with applicable State of California licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Firms, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Design Design-Builder.

2.03 Standard of Care for Design Professional Services

The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Notwithstanding the preceding sentence, if the parties agree upon specific performance standards for any aspect of the Work, such standards are to be set forth in an exhibit to the Contract entitled "Performance Standard Requirements," the design professional services shall be performed to achieve such standards.

2.04 Design Development and Construction Document Services

A. Design-Builder and City shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that City may wish to review, such interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. On or about the time of the scheduled submissions, Design-Builder and City shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or, if applicable, previously submitted design submissions. Minutes of the meetings will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, City shall review and approve the interim design submissions in a time that is consistent with the turnaround times set forth in Design-Builder's schedule, but no less than 10 calendar days for simple design reviews and no less than 20 calendar days for construction document reviews. Time limits established above shall not apply to regulatory or advisory reviews such as the Design Review Commission, Community Reviews, Environmental Review, Planning Commission, Building Department, Fire Department, Health Department or similar reviews.

B. Design-Builder shall submit Construction Documents to the City setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a

design review meeting. The parties shall have a design review meeting to discuss, and City shall review and approve, the documents in accordance with the procedures set forth Section 2.04.A above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit Construction Documents to City prior to commencement of construction in a format or formats acceptable to the City.

C. City's review and approval of interim design submissions and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither City's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability from Design-Builder to City.

D. To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

E. Review and approval by the City does not supersede or relieve the Design-Builder from securing all required regulatory reviews. Where regulatory reviews modify the scope of work the Design-Builder shall immediately advise the City of the cost and schedule impacts and develop alternative solution(s) acceptable to the regulatory agency(s) and the City within the GMP.

2.05 Legal Requirements

A. Design-Builder shall perform the Work in accordance with all Legal Requirements presented in the General Conditions of the Contract and shall provide all notices applicable to the Work as required by the Legal Requirements.

B. The Contract Price and/or Contract Time(s) may be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements or LEED Compliance Requirements enacted after the Guaranteed Maximum Price is accepted by the City. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements or LEED Compliance. This exception does not apply where changes were the result of normal regulatory updates, or where the changes were publicly available for review prior to the date the City accepted the GMP

2.06 Government Approvals, Utility Fees and Permits

A. Except as noted in "Cost of the Work" Design-Builder shall prepare and file all documentation and applications and pay for all necessary permits, approvals, licenses, utility charges, government charges/fees and inspection costs required for the prosecution of the Work by any utility, government or quasi-government entity having jurisdiction over the Project.

B. Design-Builder shall provide reasonable assistance to City in obtaining those permits, approvals and licenses that are City's responsibility.

2.07 Design-Builder's Construction Phase Services

A. Unless otherwise provided in the Contract Documents to be the responsibility of City or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

B. Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

C. Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. City may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that City's decision impacts Design-Builder's cost and/or time of performance.

D. Design-Builder assumes responsibility to City for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

E. Design-Builder shall coordinate the activities of all Subcontractors. If City performs other work on the Project or at the Site with separate contractors under City's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

F. Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

G. Design-Builder shall secure all non-professional services, labor, materials, sub-contractors following competitive bidding guidelines. Design-Builder may be asked to include the City's designated representative in all competitive bidding

activities including notification(s), document release, bid receipt/documentation, bid analysis, bid verification, bid challenges, and award procedures.

2.08 Design-Builder's Responsibility for Project Safety

A. Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

B. Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such CITY-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

C. Design-Builder's responsibility for safety under this Section 2.08 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.09 Design-Builder's Warranty

Design-Builder warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than Design-Builder or anyone for whose acts Design-Builder may be liable. Nothing in this warranty is intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section 2.09 or the

Contract Documents. Design-Builder will provide City with all manufacturers' warranties upon Substantial Completion.

3.00 CITY'S SERVICES AND RESPONSIBILITIES

3.01 City's Separate Contractors

CITY is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

4.00 HAZARDOUS CONDITIONS AND DIFFERING SITE CONDITIONS

4.01 Hazardous Conditions

A. Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is responsible for any Hazardous Conditions encountered at the Site.

B. Upon encountering any Hazardous Conditions, Design-Builder will notify City and take steps necessary to protect the Work and continue working in unaffected areas of the project site whenever possible.

4.02 Differing Site Conditions

A. Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions."

B. Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to City of such condition, which notice shall not be later than four (4) calendar days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

5.00 CHANGES TO THE CONTRACT PRICE AND TIME

5.01 Change Orders

A. A Change Order is a written instrument issued after execution of the Contract fully executed by City and Design-Builder, stating their agreement upon all of the following:

1. The scope of the change in the Work;and/or
2. The amount of the adjustment to the Contract Price; and/or
3. The extent of the adjustment to the Contract Time(s).

B. All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. City and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

C. If City requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall not be issued to reimburse Design-Builder for costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

D. Design-Builder shall not list Change Orders on invoices or pay requests until the Change Order is fully executed.

E. Change Orders shall be calculated using the "EZ-PCO" form and guidelines. By executing this agreement the Design-Builder agrees to the mark-up percentages and calculations set forth in the "EZ-PCO" form and guidelines.

5.02 Work Change Directives

A. A Work Change Directive is a written order prepared and signed by City, directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

B. City and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

5.03 Minor Changes in the Work

Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work in the judgment of the City. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that Design-Builder shall promptly inform City in writing before any minor change is implemented, and receive written confirmation from the City accepting the minor change in the Work.

5.04 Emergencies

In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss, but shall take steps to immediately notify the City of the emergency and submit a written notification to the City within 24 hours of taking any emergency action.

6.00 CONTRACT ADJUSTMENTS AND DISPUTES

6.01 Duty to Continue Performance

Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and City shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and City.

6.02 Consequential Damages
Notwithstanding anything herein to the contrary, neither Design-Builder nor City shall be liable to the other for any consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing, excluding Liquidated Damages established in this contract.

7.00 MISCELLANEOUS

7.01 Assignment
Neither Design-Builder nor City shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

7.02 Successorship
Design-Builder and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

7.03 Governing Law
The Contract and all Contract Documents shall be governed by the laws of the State of California, without giving effect to its conflict of law principles.

7.04 Severability
If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

7.05 No Waiver
The failure of either Design-Builder or City to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

7.06 Headings
The headings used in these Special Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

7.07 Notice
Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Contract or (iii) if

transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

7.08 Amendments

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

EXHIBIT C

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall not furnish any facilities or equipment for the execution of the Work.

EXHIBIT D

GENERAL PROVISIONS

1. **Independent Contractor.**

A. It is understood and agreed that DESIGN-BUILDER (including DESIGN-BUILDER's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither DESIGN-BUILDER nor DESIGN-BUILDER's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to DESIGN-BUILDER under the provisions of this Agreement, and DESIGN-BUILDER shall be issued a Form 1099 for its services hereunder. As an independent contractor, DESIGN-BUILDER hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of DESIGN-BUILDER's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that DESIGN-BUILDER, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by DESIGN-BUILDER for accomplishing such results. To the extent that DESIGN-BUILDER obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the DESIGN-BUILDER's sole discretion based on the DESIGN-BUILDER's determination that such use will promote DESIGN-BUILDER's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that DESIGN-BUILDER use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by DESIGN-BUILDER, such persons shall be entirely and exclusively under the direction, supervision, and control of DESIGN-BUILDER. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by DESIGN-BUILDER. It is further understood and agreed that DESIGN-BUILDER shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of DESIGN-BUILDER's assigned personnel

and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and DESIGN-BUILDER. DESIGN-BUILDER may represent, perform services for, or be employed by such additional persons or companies as DESIGN-BUILDER sees fit provided that DESIGN-BUILDER does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** DESIGN-BUILDER represents and warrants that DESIGN-BUILDER has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for DESIGN-BUILDER to practice its profession or provide any services under the Agreement. DESIGN-BUILDER represents and warrants that DESIGN-BUILDER shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for DESIGN-BUILDER to practice its profession or provide such Services. Without limiting the generality of the foregoing, if DESIGN-BUILDER is an out-of-state corporation, DESIGN-BUILDER warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** DESIGN-BUILDER shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of DESIGN-BUILDER's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **DESIGN-BUILDER Not Agent.** Except as CITY may specify in writing, DESIGN-BUILDER and DESIGN-BUILDER's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. DESIGN-BUILDER and DESIGN-BUILDER's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** DESIGN-BUILDER covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder DESIGN-BUILDER's performance of Services under this Agreement. DESIGN-BUILDER further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. DESIGN-BUILDER agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If DESIGN-BUILDER is or employs a former officer or employee of the CITY, DESIGN-BUILDER and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, DESIGN-BUILDER may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. DESIGN-BUILDER agrees to protect all City Information and treat it as strictly confidential, and further agrees that DESIGN-BUILDER shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, DESIGN-BUILDER shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by DESIGN-BUILDER of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. **DESIGN-BUILDER Information.**

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by DESIGN-BUILDER pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. DESIGN-BUILDER shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. DESIGN-BUILDER shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by DESIGN-BUILDER pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify DESIGN-BUILDER not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve DESIGN-BUILDER of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from DESIGN-BUILDER by CITY, whether received in connection with DESIGN-BUILDER's proposal to CITY or in connection with any Services performed by DESIGN-BUILDER, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to DESIGN-BUILDER of any request for the disclosure of

such information. The DESIGN-BUILDER shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The DESIGN-BUILDER shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by DESIGN-BUILDER to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with
the provisions of subsection C, above, shall constitute a complete waiver by DESIGN-BUILDER of any rights regarding the information designated "trade secret" by DESIGN-BUILDER, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** DESIGN-BUILDER shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of DESIGN-BUILDER's profession in California. All products of whatsoever nature that DESIGN-BUILDER delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in DESIGN-BUILDER's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. DESIGN-BUILDER shall assign only competent personnel to perform Services pursuant to this Agreement. DESIGN-BUILDER shall notify CITY in writing of any changes in DESIGN-BUILDER's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by DESIGN-BUILDER to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, DESIGN-BUILDER shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. DESIGN-BUILDER Bankrupt.

If Design-Builder should commence any bankruptcy proceeding, or if Design-Builder is adjudged a bankrupt, or if Design-Builder makes any assignment for the benefit of creditors, or if a receiver is appointed on account of Design-Builder's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice as provided above.

10. Termination After Completion Date.

In addition to any other rights City may have, if any services or work required under the Contract (including but not limited to punch list items) are not completed as of the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), City may terminate the Contract at any time after the

Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), by providing a written notice to Contractor specifying the date of termination. Such notice also may specify conditions or requirements that Design-Builder must meet to avoid termination of the Contract on such date. If Design-Builder fails to fulfill all such conditions and requirements by such termination date, or, if no such conditions or requirements are specified, Design-Builder shall cease rendering services and performing work on such termination date, and shall not be entitled to receive any compensation for services rendered or work performed after such termination date. In the event of such termination, Design-Builder shall remain liable to City for liquidated damages incurred for any period of time prior to the termination date.

In addition to any other charges, withholdings or deductions authorized under the Contract or any Laws or Regulations, if City terminates the Contract pursuant to this section, City may withhold and deduct from any payment and/or retention funds otherwise due Design-Builder any sum necessary to pay the City's cost of completing or correcting, or contracting for the completion or correction of, any services or work under the Contract that are not completed to the satisfaction of the City or that otherwise are deficient or require correction as of such termination date, including but not limited to incomplete punch list items. Such costs shall include all of the City's direct and indirect costs incurred to complete or correct such services or work, including the City's administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Design-Builder are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Design-Builder and/or its Surety(ies).

11. Termination for Convenience.

Upon written notice to the Design-Builder, the City may at any time, without cause and without prejudice to any other right or remedy of the City, elect to terminate the Contract for the convenience of City. In such case, the Design-Builder shall be paid (without duplication of any items, and after deduction and/or withholding of any amounts authorized to be deducted or withheld by the Contract Documents or any Laws or Regulations):

(A) For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;

(B) For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and

(C) For reasonable expenses directly attributable to termination.

Design-Builder shall not be paid for any loss of anticipated profits or revenue for any Work not performed prior to termination, nor for any economic loss arising out of or resulting from such termination, except for the payments listed in this section. Design-Builder's warranty under Section 10 of Exhibit A within this Agreement shall apply, and Design-Builder shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

12. Termination for Breach of Contract

If Design-Builder abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Design-Builder violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Design-Builder refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Design-Builder disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Design-Builder and its Sureties written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or arrangements for correction satisfactory to the City are not made, within ten (10) calendar days from the date of such notice or within such other period of time as may be specified by the City in the notice, the Contract shall upon the expiration of said period cease and terminate. In the event of any such termination, City may take over the Work and prosecute the Work to completion, or otherwise, and the Design-Builder and its Sureties shall be liable to City for any cost occasioned City thereby, as hereinafter set forth.

In the event City completes the Work, or causes the Work to be completed, no payment of any kind shall be made to Design-Builder until the Work is complete. The cost of completing the Work, including but not limited to, extra costs of project administration and management incurred by City, both direct or indirect, shall be deducted from any sum then due, or that becomes due, to Design-Builder from City. If sums due to Design-Builder from City are less than the cost of completing the Work, Design-Builder and its Sureties shall pay City a sum equal to this difference on demand. In the event City completes the Work, and there is a sum remaining due to Design-Builder after City deducts the costs of completing the Work, then City shall pay such sum to Design-Builder. The Design-Builder and Design-Builder's Sureties shall be jointly and severally liable for all obligations imposed on Design-Builder hereunder.

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Design-Builder, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Design-Builder to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to all Termination Sections are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

13. Sureties' Obligations Upon Termination.

If the City terminates the Contract pursuant to the Termination Sections above:

(A) The Surety under Design-Builder's performance bond shall be fully responsible for all of the Design-Builder's remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Design-Builder's obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.

(B) The Surety under Design-Builder's payment bond shall be fully responsible for the performance of all of the Design-Builder's remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

14. Design-Builder's Right to Stop Work.

Design-Builder may not stop work unless directed to do so by City, or under "Emergency" conditions as set forth in this contract.

15. Indemnity and Hold Harmless.

(A) Design-Builder shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Design-Builder, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

(B) The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Design-Builder hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. Insurance.

During the entire term of this Contract and until completion and final acceptance of the Work as provided in the Contract Documents, Design-Builder shall maintain in full force and effect the insurance coverage described in this section.

Full compensation for all premiums that Design-Builder is required to pay for the insurance coverage described herein shall be included in the compensation specified for performance of the Work under the Contract. No additional compensation will be provided for Design-Builder's insurance premiums.

It is understood and agreed by the Design-Builder that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required of or carried by the Design-Builder.

A. Minimum Scope and Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Design-Builder.

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Worker's Compensation policy shall include a waiver of subrogation.

(4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million ($1,000,000) dollars.

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of Design-Builder, products and completed operations of Design-Builder, and premises owned, leased or used by Design-Builder. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

(2) Automobile Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Contractor's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.

(3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section must be declared to and approved by the City Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Contractor shall provide initial insurance documents to the Engineer upon request, prior to execution of the final contract. All future insurance renewal documents shall be sent to:

EBIX BPO
212 Kent Street
Portland, MI, 48875
Phone: (517) 647-1700
Fax: (517) 647-7900
Email: CertsOnly@periculum.com

(2) Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

F. Subcontractors

Design-Builder shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

G. Builders Risk Property Insurance

Design-Builder shall maintain Builder's Risk property insurance coverage in the amount of replacement value of the work. Such property insurance shall be maintained by Design-Builder until final payment has been made under this Contract. This insurance shall include the interests of the CITY, Design-Builder, their consultants, contractors, sub-contractors, vendors of every tier, as their interest may appear.

This property insurance shall be on an "all-risk" or equivalent policy form and shall include without limitation, insurance against the perils of fire, earthquake, and physical loss or damage including theft, vandalism, malicious mischief, collapse, flood, windstorm, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Contractor's services and expenses required as a result of such insured loss. Design-Builder shall fund the deductible which shall not exceed $10,000.

DESIGN-BUILDER shall provide the City with a certificate of insurance and loss payee endorsement showing proof of coverage prior to commencement of construction activities.

18. Equal Employment Opportunity.

During the performance of this Contract, DESIGN-BUILDER, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: DESIGN-BUILDER shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

Nondiscrimination: DESIGN-BUILDER, with regards to the work performed by It after award and prior to completion of the work pursuant to this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. DESIGN-BUILDER shall not participate either directly

or indirectly in discrimination prohibited by the Regulations.

B. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by DESIGN-BUILDER for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by DESIGN-BUILDER of DESIGN-BUILDER's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

C. Information and Reports: DESIGN-BUILDER shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of DESIGN-BUILDER is in the exclusive possession of another who fails or refuses to furnish this information, DESIGN-BUILDER shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

D. Sanctions for Noncompliance: In the event of noncompliance by DESIGN-BUILDER with the nondiscrimination provisions of this Contract, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to DESIGN-BUILDER under this Contract until DESIGN-BUILDER complies;

(2) Cancellation, termination, or suspension of the Contract, in whole or in part.

E. Incorporation of Provisions: DESIGN-BUILDER shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. DESIGN-BUILDER shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event DESIGN-BUILDER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, DESIGN-BUILDER may request CITY to enter such litigation to protect the interests of CITY.

EXHIBIT E

REQUIREMENTS FOR THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits By City Contractors Ordinance (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed. The provisions apply only to those employee(s) actually working on the City contract and only for the actual amount of time the employee(s) spend working on such contract.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control

or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

III. EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), signed by an authorized representative,

with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."
(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

VI. YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Contract Services Unit
  915 I St., 2nd Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

VII.

VIII.

IX.

X.

XI. YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

O Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
915 I St., 2nd Floor
Sacramento, CA 95814

O Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

AZTEC CONSULTANTS
Name of Contractor

2021 OMEGA ROAD, SUITE 200, SAN RAMON, CA 94583
Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").

2. As a condition of receiving the City Contract, I agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City's Non-Discrimination in Employee Benefits Code codified at Chapter 3. 54 of the Sacramento City Code (the "Ordinance").

3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

spouses and domestic partners of such employees.

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.

c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

   I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

   The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).

h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the

agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

   I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall defend, indemnify and hold harmless,

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

09/26/2013
Date

Edward R. Duarte
Print Name

CEO
Title

EXHIBIT F

CONSTRUCTION GUIDELINES AND REQUIREMENTS

1. Apprenticeship Standards
2. Drug-Free Workplace
3. Subcontractor Form
4. Performance Bond
5. Payment Bond
6. Workers' Compensation Certification
7. Construction & Demolition Requirements
8. Pay Request Application
9. Schedule of Values

EXHIBIT G

DESIGN GUIDELINES

A. 1. Design Requirements

1.1 Design Professional Services

Design-Builder shall provide the following professional services through completion of the Work.

Design-Builder shall prepare and submit for review by the City and other designated groups, Design Development Documents consisting of:

Site plans, SWPPP documents, roof plans, sections, elevations, civil engineering drawings, plumbing and mechanical drawings, electrical drawings, and other mutually acceptable drawings, and respective specifications to identify and illustrate the size, extent and character of the Work in its essentials as to materials, type of structure, mechanical, electrical and, and other systems essential for the definition of the Work, including interface of all systems. Documents shall as a minimum include:

a. Roof Plan - showing all roof mounted equipment, screening, vents, daylighting elements and roof/equipment access.
b. Exterior Elevations - dimensioned, showing equipment screen and daylighting with all material and color selections.
c. Typical building sections and all interior elevations necessary to illustrate design decisions and system coordination including all material and color selections, daylighting, Title 24 – Part 6 energy compliance and LEED compliance (Refer to Section 1.3.1).
d. Preliminary Structural Framing and Foundation Plans - with final detail documenting all structural decisions, material selections, quality, size, spacing anchorage and reinforcing.
e. HVAC System selection, location, size, coordination, and load calculations for each room, space and zone, control recommendations, and equipment specifications and manufacturers cut sheets.
f. Electrical Design, layout drawings, load and lighting density calculations for each space and zone, control recommendations, energy saving options, and equipment specifications and manufacturers' cut sheets.
g. Drawings, calculations, specifications and manufactures cut sheets illustrating all on-site and off-site development work.

h. Specifications - in CSI Division format with sufficient detail to indicate all decisions, including complete detail cut sheets of all specified equipment (with maintenance requirements) and materials.

i. Prepare project cost estimates and coordinate with the City's cost estimator to review intermediate and final cost estimates for the project. The City's cost estimator is not a substitute for the Design-Builders responsibilities, but serves as a reference for the City only.

j. Submit one (1) reproducible set, five (5) full size copies on bond paper plus a version in Adobe Acrobat of the above-mentioned documents for review and approval by the City.

k. Meet with City staff during the design phases and/or review period to discuss staff comments and address potential problems or inconsistencies.

l. Provide a detailed GMP breakdown itemizing cost and assumptions for the entire project with deductive alternates, if needed, to provide a project within the available project budget.

m. Provide drawings and support documentation requested by City.

n. Design, prepare, coordinate, secure approvals, pay for and secure all necessary permits .

1.1.3 Construction Document Phase

a. Building Code and Zoning Analysis describing all the basic design assumptions and criteria for project related decisions.
b. Roof Plan - showing all roof mounted equipment, screening, vents, daylighting elements and roof/equipment access.
c. Exterior Elevations - dimensioned, showing equipment screen and daylighting with all material and color selections.
d. Typical building sections and all interior elevations necessary to illustrate design decisions and system coordination including all material and color selections, daylighting, Title 24 – Part 6 energy compliance and LEED compliance (Refer to Section 1.3.1).
e. Preliminary Structural Framing and Foundation Plans - with final detail documenting all structural decisions, material selections, quality, size, spacing anchorage and reinforcing.
f. HVAC System selection, location, size, coordination, and load calculations for each room, space and zone, control recommendations, and equipment specifications and manufacturers cut sheets.

g. Electrical Design, layout drawings, load and lighting density calculations for each space and zone, control recommendations, energy saving options, and equipment specifications and manufacturers' cut sheets.
h. Drawings, calculations, specifications and manufactures cut sheets illustrating all on-site and off-site development work.
i. Specifications - in CSI Division format with sufficient detail to indicate all decisions, including complete detail cut sheets of all specified equipment (with maintenance requirements) and materials.
j. Project binder indexing all manufacturer's cut sheets and maintenance requirements on all equipment, materials and finishes.
k. Engineering calculations,
l. Prepare project cost estimates and coordinate with the City's cost estimator to review intermediate and final cost estimates for the project. The City's cost estimator is not a substitute for the Design-Builders responsibilities, but serves as a reference for the City only.
m. Submit one (**1**) reproducible set, five (**5**) full size copies on bond paper plus a versions in Adobe Acrobat and AutoCAD formats of the above-mentioned documents for review and approval by the City.
n. Meet with City staff during this phase and discuss staff comments and address potential problems and/or inconsistencies.
o. Provide a budget updated construction cost with detailed comparison to the approved GMP and document how the project remains within budget.
p. Provide drawings and support documentation requested by City.
q. Secure all reviews, approval and permits.

1.2 Design-Builder shall provide the following professional services through completion of the work.

1.2.1 Public Information Meetings/Design Presentations/Public Meetings
Design-Builder shall prepare, coordinate, and participate in relevant informational meetings, Design-Builder shall be responsible for preparing meeting notes for all activities listed above and distributing copies of notes and a list of follow-up actions to all parties designated by the City.

1.2.3 Meetings, Notes and Agenda
Where the Design-Builder has the responsibility for meetings in this agreement they shall be responsible for the following:

1. Contact all participants and coordinate a mutually acceptable time and location; and
2. Prepare and issue the meeting agenda prior to the meeting; and,
3. Prepare and maintain all meeting notes; and,
4. Meeting notes shall include and action item list with

designated responsible individuals and deadlines for each item; and,

5. Provide copies of the meeting notes and action items to all meeting participants no more than two (2) working days following each meeting.

1.3.7 Additional Clarification and Documentation

Design-Builder shall provide additional details, isometrics, sections, calculations and similar information when requested by City to clarify design and installation requirements and coordination on the project as part of the basic services under this contract.

1.3.8 Code / Regulatory Interpretation or Conflict

Where an interpretation, regulation, law or code conflicts with other interpretations, regulations, law or codes the Design-Builder shall follow the most stringent requirement.

1.4 Design-Builder shall comply with the following procedural requirements throughout completion of the work.

1.4.1 Public Information Releases

Design-Builder, and all associated firms and/or individuals, shall not release information concerning this Project for public relations or promotional purposes without the specific written authorization of the City. This limitation shall not prohibit the Design-Builder from referencing this Project in proposals developed by the Design-Builder to secure other contracts provided that the City is contacted in advance and approves such use and reference.

Upon request by the City, Design-Builder shall provide information necessary for the public information releases by the City.

1.4.2 Supporting Information Services

Design-Builder agrees to work with the City and develop, prepare and provide information requested by regulatory agencies, reviews, environment assessments and similar activities necessary to obtain required consensus, reviews and approvals for the project and related activities, and to pay for all related fees, excluding the City Building Department plancheck and permit fees.

1.4.3 Separate City Consultants

The City may secure the services of multiple separate consultants throughout the duration of the project and this contract. Design-Builder shall meet, coordinate, provide supporting information and generally support the work efforts of these consultants in a timely and expeditious manner at no additional cost to the project.

1.4.4 Incentives, Rebates and Tax Benefits

Design-Builder shall be responsible for reviewing the project scope and objectives with City staff and investigating the availability and impact of current or anticipated incentives and/or rebates for energy efficient design improvements available to the project. Design-Builder shall evaluate the operational and lifecycle impacts with City staff. Design-Builder shall prepare all documentation, calculations and supporting paperwork required to file for any incentives and/or rebates.

Rebates and incentives available to the owner or occupant shall remain the property of the City; however, incentives and tax benefits available only to the design team shall remain the property of the design team in addition to compensation set forth in this contract. The design team is responsible for all documentation, testing, certification and similar actions necessary to document qualifications for incentives and/or tax benefits for the design team and the City. The City assumes no responsibility for loss of incentives or tax benefits to the design team due to actions by the City or the contractor(s).

1.4.5 System Commissioning

Design-Builder shall coordinate with City staff, develop and prepare a Kitchen Equipment -commissioning plan for the project to be included in the construction documents. The system-commissioning plan may include portions of the Title 24 Part 6 Acceptance Testing Requirements Design-Builder shall prepare scope and scheduling for commissioning all systems designed by Design-Builder. Design-Builder shall be responsible for field investigation, testing, development of commissioning reports and documentation of all commissioning activities. Design-Builder shall coordinate all field commissioning to allow City adequate opportunity to observe field tests necessary for system commissioning with a minimum 72 hours notice.

Design-Builder is the Commissioning Authority and responsible for all portions of Title 24 Part 6 Acceptance Testing requirements.

1.4.7 Building Maintenance, Operations, Servicing

Design-Builder shall meet with representatives from the City to determine how systems, spaces and access in the building will be facilitated for servicing and maintenance.

1.4.8 As-Built Documents

Design-Builder shall maintain a set of "as-built" drawings on site and updated on a weekly basis during construction, and available for the City to review. Design-Builder shall incorporate all construction changes in the final digital version of the drawings and specifications and provide the "As-Built" CAD drawings to the City at the completion of

the work with all operations and maintenance manuals within 20 calendar day of securing the final occupancy permit. The "As-Built" drawings shall be in AutoCAD format on electronic media as well as in PDF and TIFF formats. All specifications, submittals, operations and maintenance manuals shall be provided to the City in Microsoft Word format as well as Adobe Acrobat format. Final documentation shall include videos of all training and system start-up. The Design-Builder shall provide a written copyright release for all documents prepared for execution of the work to the City of Sacramento with the As-Built documents.

1.4.9 Information Format

Design-Builder shall provide all information developed for the project in an electronic format the City can readily use for reports, public notices, press releases, presentations and similar activities. The format shall be compatible with existing City software and resources.

1.4.10 Review and Coordination

Design-Builder shall, organize and conduct reviews of design, details and assumptions with the City, Regulatory Authorities, Utilities and Art-In-Public-Places as needed for efficient execution of the work, and to insure the City is involved in the development of the design solution. On or about the time of the scheduled submissions, Design-Builder shall establish a preliminary list of meetings necessary for the efficient execution of the Work. The meetings, document preparation and submittal deadlines shall be incorporated into the project schedule.

Minutes of all meetings shall be prepared and maintained by Design-Builder and provided to all attendees for review within 5 calendar days of the meeting.

1.4.11 GMP Update and Value Engineering

Design-Builder shall maintain and update the GMP summary, GMP Detail and the Schedule of Values at the end of each phase of the design and at the completion of each bid, at anytime when an estimate or allowance is adjusted, at anytime when a final cost can be assigned to an estimate or allowance and each time contingency funds are approved for use by the City. The updated GMP summary, GMP Detail and Schedule of Values shall be provided to the City in hardcopy and electronic format within 3 working days of each update listed above.

1.4.12 Ownership of Contingency Funds

The City retains ownership of all contingency funds. Where actual costs are less than estimates or allowances in the GMP the savings shall be transferred to the contingency. Only the City can authorize the use of contingency funds. Contingency funds remaining at the end of the project remain with the City.

1.4.13 Ownership of Scheduled Float

The City retains ownership, control and authorization to use all float in the project schedule. The project schedule shall indicate final

completion of all construction activities, including any and all, commissioning, punchlist items and training by by Design-Builder. The construction schedule shall include an additional 60 calendar days of float after completion of all tasks on the Design-Builders schedule. The GMP shall include all overhead costs necessary through the completion of the construction schedule and all float.

1.4.14 Coordination and Submittal
The Design-Builder is responsible for coordinating all necessary meetings, including meetings with reviewing agencies, regulatory agencies and other entities that are involved in the project. Design-Builder shall prepare all submittal documentation, prepare and submit all drawings and calculations, pay all fees (excluding City of Sacramento Building Plancheck and Inspection fees) and complete all coordination necessary to secure reviews, approvals and similar actions necessary to complete the project.

1.4.15 Applicable Code(s)
The Design-Builder is responsible for completing the design to meet all code requirements in effect on the date of submittal to the appropriate regulatory authority. Where subsequent submittals are reviewed under a different code and conflicts occur, or Design-Builder shall be responsible for all coordination, revisions and associated costs.

1.4.16 Off-Site Access Improvement Costs
The Design-Builder is responsible for maintaining separate description, cost detail and summaries for all off-site access improvement costs completed each fiscal year (July 1 – June 30). Information on costs shall be provided to the City each July 15 through completion of the work.

1.4.17 Interim Design Reviews
City's review and approval of interim design submissions and Construction Documents are for the sole purpose of establishing a set of Contract Documents compatible with the requirements of the Work. Neither City's review nor approval of any interim design submissions or Construction Documents shall be deemed to transfer any design liability from Design-Builder to City. City's review and approval shall not release the Design-Builder from compliance with ALL requirements in the Contract Documents unless specific item(s) are identified for modification, addition or removal and approved in writing by both the City and Design-Builder.

1.4.18 Partial Design and Permit Reviews
To the extent allowed by the Contract Documents and legal requirements, Design-Builder may prepare interim design submissions and Construction Documents for portions of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work. The Design-Builder is responsible for all documentation and coordination necessary

to secure any partial permits, if allowed and available. Design Builder assumes all risk and cost associated with partial permits on the Work.

EXHIBIT H

PROFESSIONAL HOURLY RATES
(FULLY BURDENED RATES)

Project Manager	-	$175.00
Structural Engineer	-	$150.00
Civil Engineer	-	$135.00
Electrical Engineer	-	$125.00
Scheduler	-	$115.00

Exhibit F

CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS PROJECTS

See following links: www.dir.ca.gov and/or www.leginfo.ca.gov

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Establishing a Drug-Free Awareness Program to inform employees about:

   a. The dangers of drug abuse in the workplace.
   b. The contractor's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance program.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:

   a. Abide by the terms of the statement.
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.

4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.

5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:

   a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION: _____ _____ _____
Date **Violation Type** **Place of Occurrence**

If additional space is required use back of this form.

*** The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.**

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION AGREEMENT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: Aztec Consultants

BY: Ed R Duarte — Ed R. Duarte, CEO — **Date:** 09/27/13
Signature **Title**

Effects of violations: **a.** Suspension of payments under the Agreement. **b.** Suspension or termination of the Agreement. **c.** Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

CITY OF SACRAMENTO

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

ONLY THE BASE BID NUMBERS ARE TO BE USED IN THE ESTIMATED DOLLAR VALUE

CITY OF SACRAMENTO SUBCONTRACTOR and ESBE PARTICIPATION VERIFICATION

To be eligible for award of this contract, the bidder shall list any business entity used to attain the ESBE goal. Additionally, all other subcontractors who perform work, labor, or render service in an amount in excess of one-half of 1 percent of the total bid amount shall be listed. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half (0.5) of one percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work / services listed. The inclusion of false information or the omission of required information will render the bid non-responsive. **READ THE ABOVE REQUIREMENT CAREFULLY**

Name of Prime Contractor:		**BASE BID Amount:**	Date:
Business Entity or Subcontractor Name and Location	Indicate EBE or SBE (subject to verification)	Items of Work and/or Description of Work or Service Subcontracted or Materials to be provided to complete contract	Estimated Dollar Value of Work / Services Provided **FOR BASE BID**
Aztec Consultants San Ramon, CA	SBE	Design-Build Contractor	$1,470,000

FM 440 (Rev. 2/25/04)

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

EBE AND SBE CERTIFICATION STATEMENTS ARE DUE BY THE CLOSE OF BUSINESS TWO DAYS AFTER BID OPENING TO: TIM HOPPER, Contracts & Compliance Specialist, Department of General Services FOR BID TO BE RESPONSIVE

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CITY OF SACRAMENTO
PERFORMANCE BOND

Bond No.: 12077003
Premium: $17,200.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to Aztec Consultants, 2021 Omega Road, Suite 200, San Ramon, CA 94583:

as principal, hereinafter called Contractor, a contract for construction of:
Meadowview City Service Complex LNG Fueling Station Renovation and Expansion
which contract is by reference incorporated herein and made a part hereof as if the Surety named below were a party to the contract, and is hereinafter referred to as the Contract; and

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

NOW, THEREFORE, we the Contractor and *(here insert full name and address of Surety)*:
The Guarantee Company of North America USA 1800 Sutter Street Suite 880 Concord, CA 94520
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of:
ONE MILLION FOUR HUNDRED SEVENTY THOUSAND DOLLARS AND NO CENTS ($1,470,000.00), for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

As part of the obligations secured hereby and in addition to the sum specified above, there shall be included all costs, expenses and fees, including attorney's fees, reasonably incurred by City in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

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 to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on September 25, 20 13.

Aztec Consultants, Inc.
(Contractor) (Seal)
By E. Duarte
Title E. Frank Duarte, President

The Guarantee Company of North America USA
(Surety) (Seal)
By Mark C. Johnson
Title Mark C. Johnson, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

Kathryn C. Burdick
City Attorney

Agent name & Address HUB International Insurance Services Inc.
2300 Clayton Road Suite 300 Concord, CA 94520
Agent Phone # (925) 609-6500
Surety Phone # (925) 566-6040
California License # 0757776

Form approved by CAO 5-9-12

CITYOF SACRAMENTO
PAYMENT BOND

Bond No.: 12077003
Premium: Included in Performance Bond

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Aztec Consultants, 2021 Omega Road, Suite 200, San Ramon, CA 94583

hereinafter called Contractor, a contract for construction of:

Meadowview City Service Complex LNG Fueling Station Renovation and Expansion

Which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract and pursuant to Chapter 5 of Title 3 of Part 6 of Division 4 of the California Civil Code (commencing with Civil Code Section 9550), Contractor is required to furnish a good and sufficient payment bond to secure payment of the claims to which reference is made in Civil Code Section 9554.

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):
The Guarantee Company of North America 1800 Sutter Street Suite 880 Concord, CA 94520 a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of **ONE MILLION FOUR HUNDRED SEVENTY THOUSAND DOLLARS AND NO CENTS ($1,470,000.00),** on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. 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 effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

It is hereby stipulated and agreed that this bond shall inure to the benefit of all persons, companies, corporations, political subdivisions, State agencies and other entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions, so as to give a right of action to them or their assigns in any suit brought upon this bond. 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 to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on September 25, 20 13.

Aztec Consultants, Inc.
(Contractor) (Seal)
By
Title E. Frank Duarte, President

ORIGINAL APPROVED AS TO FORM:
Kourtney C. Bourdet
City Attorney

The Guarantee Company of North America USA
(Surety) (Seal)
By
Title Mark C. Johnson, Attorney-in-Fact

Agent name & Address HUB International Insurance Services Inc.
Agent Phone # (925) 609-6500
Surety Phone # (925) 566-6040
California License # 0757776

Effective 7-1-12

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California } ss.:

COUNTY OF Contra Costa } ss.:

On September 25, 2013 (DATE), before me Cathy A. Shapard, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Mark C. Johnson (NAME(S) OF SIGNER(S))

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(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

CATHY A. SHAPARD
Commission # 1960470
Notary Public - California
Contra Costa County
My Comm. Expires Dec 14, 2015

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.

Cathy A Shapard
(Signature of Notary)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Performance and Payment Bonds

Document Date: September 25, 2013 Number of Pages: 2

Signer(s) Other Than Named Above: Aztec Consultants, Inc.

Capacity(ies) Claimed by Signer(s)

Signer's Name: **Mark C. Johnson**	Signer's Name: **N/A**
☐ Individual	☐ Individual
☐ Corporate Officer – Title(s)	☐ Corporate Officer – Title(s)
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☒ Attorney-In-Fact	☐ Attorney-In-Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing: The Guarantee Company of North America USA	Signer is Representing:
RIGHT THUMBPRINT OF SIGNER Top of thumb here	RIGHT THUMBPRINT OF SIGNER Top of thumb here

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THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

John F. Arents, Mark C. Johnson, Cathy Shapard, Rachel M. Stroup
HUB International of California Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 25th day of September 2013

Randall Musselman, Secretary

WORKER'S COMPENSATION CERTIFICATION

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the below certificate must be signed and filed with the awarding body prior to performing any work under this contract. Labor Code Section 3700, inter alia, states the following:

"Every employer shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

"(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.

To be signed by authorized corporate officer or partner or individual submitting the Proposal. If Bidder is: (example)

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, Sign: your name only.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, co-partner.
4. A corporation, sign: "Blank Company, by John Doe, Secretary." (or other title)

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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: 09/26/2013 Contractor Aztec Consultants

By Ed R Duarte
Signature Edward R. Duarte, CEO

C&D Debris Haulers & Facilities

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4833 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Certified Mixed C&D Facilities

Allied Waste / Elder Creek Transfer and Recovery	(916) 387-8425
L&D Landfill	(916) 737-8640
Waste Management / K&M Recycle America	(916) 452-0142

Franchised Haulers

ACES Waste Services, Inc.	(866) 488-8837	Elk Grove Waste Management, LLC	(916) 689-4052
Allied Waste Services	(916) 631-0600	Mini Drops, Inc.	(916) 686-8785
All Waste Systems, Inc.	(916) 456-1555	Norcal Waste Services of Sacramento	(916) 381-5300
Atlas Disposal Industries, LLC	(916) 455-2800	North West Recyclers	(916) 686-8575
California Waste Recovery Systems	(916) 441-1985	Waste Management of Sacramento	(916) 387-1400
Central Valley Waste Services, Inc.	(209) 369-8274	Waste Removal & Recycling	(916) 453-1400
City of Sacramento Solid Waste	(916) 808-4839	Western Strategic Materials, Inc.	(916) 388-1076

Recyclers*

Bell Marine	(916) 442-9089
C & C Paper Recycling	(916) 920-2673
EBI Aggregates	(916) 372-7580
International Paper	(916) 371-4634
Modern Waste Solutions	(916) 447-6800
PRIDE Industries, Inc.	(916) 640-1300
Recycling Industries, Inc.	(916) 452-3961
Sacramento Local Conservation Corps	(916) 386-8394
Smurfit-Stone Container Corporation	(916) 381-3340
Southside Art Center	(916) 387-8080
Spencer Building Maintenance, Inc.	(916) 922-1900

Recovery Stations & Landfills

Elder Creek Recovery & Transfer Station	(916) 387-8425
Kiefer Landfill	(916) 875-5555
L & D Landfill	(916) 383-9420
North Area Recovery Station	(916) 875-5555
Sacramento Recycling & Transfer Station	(916) 379-0500
Waste Management Recycle America	(916) 452-0142

More updated information can be found online at:
http://www.cityofsacramento.org/utilities/

* Please note that any facility may receive source-separated recyclable materials as long as it is authorized to do so by the State of California. This is not meant to be a complete list.

Construction and Demolition (C&D) Debris Recycling Requirements

As a condition of receiving this Contract, Contractor agrees to fully comply with the requirements specified herein for all demolition projects, as well as projects with a valuation of $250,000 or more:

1. **Definitions**. For purposes of this section, the following terms, words and phrases shall have the following meanings:

"Certified C&D sorting facility" means a facility that receives C&D debris and/or processes C&D debris into its component material types for reuse, recycling, and disposal of residuals and possesses a valid certificate as a C&D sorting facility from the Sacramento Regional County Solid Waste Authority.

"Construction and demolition debris" or "C&D debris" means used or commonly discarded materials resulting from construction, repair, remodel or demolition operations on any pavement, house, building, or other structure, or from landscaping that are not hazardous as defined in California Health and Safety Code section 25100 et seq. Such materials include, but are not limited to, concrete, asphalt, wood, metal, brick, dirt, sand, rock, gravel, plaster, glass, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, masonry, plastic pipe, trees, and other vegetative matter resulting from land clearing and landscaping.

"Divert" or "diversion" means to use materials for any purpose other than disposal in a landfill or transformation facility. Methods to divert materials include on-site reuse of the materials, delivery of materials from the project site to a certified C&D sorting facility or a recycling facility, or other methods as approved in regulations promulgated by the City Department of Utilities.

"Franchised waste hauler" means a person who possesses a valid commercial solid waste collection franchise issued by the Sacramento Regional County Solid Waste Authority.

"Mixed C&D debris" means loads that include commingled recyclable and non-recyclable C&D debris generated at a project site.

"Recyclable C&D debris" means C&D debris required to be diverted from landfills as specified in the Waste Management Plan and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products that meet the quality standards necessary to be used in the marketplace.

"Recycling facility" means a facility or operation that receives, processes, and transfers source-separated recyclable materials.

"Source-separated C&D debris" means recyclable C&D debris that is separately sorted and containerized at the site of generation by individual material type and segregated from mixed C&D debris prior to collection and transporting.

"Waste log" means a record detailing the management of C&D debris generated by the covered project, including the date and weight/volume of material by type that was salvaged, reused, recycled or disposed.

2. **Waste Management Plan**. A completed WMP (see **Attachment 1**) must be submitted to and approved by the City prior to commencing any work on the project. The WMP must specify the types of C&D debris that will be generated from the project; the manner in which C&D debris will be managed and/or stored on the project site; the manner in which recyclable C&D debris generated from the project will be recycled or reuse; the person who will haul, collect or transport the recyclable C&D debris from the project site; and the certified C&D sorting facility or recycling facility where recyclable C&D debris will be delivered. The WMP must be approved by the City prior to commencing any work on the project.

3. Contractor shall be solely responsible for diverting the recyclable C&D materials specified on the WMP. Mixed C&D debris shall be delivered to a SWA-certified C&D sorting facility only. Only the permit holder, the person who generates the waste, a franchised waste hauler, or the City of Sacramento can transport or haul mixed C&D debris. Source-separated C&D debris may be delivered by any person to any recycling facility that accepts such materials. (See **Attachment 2** for list of C&D Debris Haulers and Facilities).

4. During the course of the project, Contractor shall maintain a waste log (see **Attachment 3**), and keep all weight tickets or weight receipts, for all C&D debris hauled away from the project. At a minimum, the waste log shall specify the C&D debris generated by the project; the manner in which C&D debris was recycled or re-used; and the facility where the C&D debris was delivered.

5. Within 30 days after submitting the project completion report, Contractor shall submit to the City a completed waste log, along with copies of supporting weight tickets. Contractor shall maintain and keep accurate and complete records of al bills, weight receipts or weight tickets that were issued for the collection, transport or disposal of C&D debris for a period of one-year after submittal of the waste log. The records shall be made available for inspection, examination and audit by the City during the one-year retention period to validate the information provided in the WMP and in the waste log. If the City determines noncompliance by the Contractor after an audit has been conducted, Contractor shall reimburse the City for all costs incurred in performing the audit.

6. Failure by Contractor to comply with any provisions specified herein will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; imposition of a penalty, payable to the City ($50-$250 for first offense, $251-$500 for second offense, and $501-$1500 for subsequent offenses); and/or submission of a performance security deposit fee when submitting a permit application to the City for a project within one year of imposition of the penalty.

For questions or to obtain more information about the Recycling Requirements for C&D debris, contact the City of Sacramento, Solid Waste Services Division, 2812 Meadowview Road, Building 1, Sacramento, CA 95832, or telephone (916) 808-4833, or email C&D@cityofsacramento.org

C&D Debris Waste Log

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4839 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Project address: _____

This waste log, and copies of supporting weight tickets, must be submitted to Solid Waste within 30 days of submitting the project completion report. The waste log and weight tickets must also be kept on file for one year after project completion.

Date	Hauler	Material	Destination	Amount

Hauler: Indicate the Franchisee, Self-Hauler, City of Sacramento, or other hauler who removed the material offsite.
Material: Indicate appropriate category: Scrap Metal, Inert Materials, Cardboard, Wooden Pallets, or Clean Wood Waste.
Destination: Indicate the facility that received the material for disposal or recycling
Amount: Indicate the weight. If weight is not known, put volume.

C&D Debris Waste Management Plan

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4839 / Fax: (916) 808-4999
C&D@cityofsacramento.org

This Waste Management Plan (WMP) must be submitted and approved before work can begin. Only one WMP is required for each public construction project. The administration fee and, if applicable, a security deposit must be submitted with this form to be approved. Administration fee is 0.04% of project bid amount (min $40, max $800); security deposit is 1% of bid amount (max $10,000). The accompanying Waste Log must be submitted within 30 days of the project completion report, or a penalty may be imposed.

A. Building Project Information: Project Bid Amount: $_____

Job Address: _____

Contractor: _____ Phone: _____

Address: _____

B. Briefly describe the project:

_____

_____

_____

_____

_____

C. Materials Required to be Recycled. **50% of all debris must be recycled** if generated during the course of your project. You can either **source-separate** them, which may be hauled by anyone, or mix them in one container and send the **mixed C&D debris** load to a **Certified Mixed C&D Sorting Facility**. Mixed C&D loads can only be hauled by a franchised hauler or self-hauled. Please see Section F. Definitions, on the next page, for more information.

D. Material Management.

1. **How will C&D debris will be stored on the project site**: _____ Mixed C&D _____ Source-Separated
2. **Company to haul away debris**: _____
3. **Facilities to receive debris**: _____

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4839 / Fax: (916) 808-4999
C&D@cityofsacramento.org

E. Definitions.

Please read and understand these terms. Call Solid Waste at (916) 808-4833 if these terms are not clear to you. More information is also available online at http://www.cityofsacramento.org/utilities/.

1. **Self-haul or self-hauling**: This is when the general contractor or a subcontractor *who is doing work on the project* hauls their own waste materials for recycling or disposal. Note that a *jobsite cleanup crew is not doing other work on the project and is not self-hauling*. Jobsite cleanup crews need to be franchised in order to haul mixed C&D debris away.
2. **Franchised hauler**: Check the Department of Utilities (DOU) website for a list of these haulers. Only these companies and the City of Sacramento can collect and haul mixed C&D debris generated within the City for a fee.
3. **Source separation**: This means keeping wood, metal, cardboard, or other recyclables in separate containers, and sending the materials to an authorized recycler. A list of authorized recyclers can be found on the DOU web site. Source-separated materials may be hauled by anyone.
4. **Mixed C&D debris**: This means putting all recyclable debris into one container. Mixed materials must be sent to a certified mixed C&D sorting facility. Mixed materials may be either self-hauled or hauled by a franchised hauler. If your job site is crowded, this option saves the most space.
5. **Certified Mixed C&D Sorting Facility**: See the DOU web site for a list. These facilities have been certified by the Sacramento Regional Solid Waste Authority (SWA) to extract recyclable materials from mixed C&D debris.

F. Terms and Conditions

- Your approved Waste Management Plan and Waste Log must be kept on the job site for the duration of the project.
- City of Sacramento Solid Waste Services staff may enter the jobsite to inspect waste collection areas.
- **ALL** Clean Wood Waste (unpainted, untreated lumber, plywood and OSB), Inert Materials (concrete, asphalt paving, brick, block, and dirt), Wooden Pallets, Scrap Metal, and Corrugated Cardboard must be recycled.
- Only SWA-Certified Mixed C&D Sorting Facilities may be used to recycle these materials if mixed with other materials.
- Only the City of Sacramento, SWA-Franchised Haulers, or self-haulers (as defined above) may collect and transport mixed C&D material from the jobsite.
- C&D Debris may not be burned or dumped illegally.
- Your Waste Log must be completed and submitted, with supporting weight tickets, within 30 days of submitting your project completion report. All waste hauling and disposal or recycling activity must be entered on the Waste Log, including information from any subcontractors who self-hauled their own debris off-site.
- You must keep all receipts or weight-tickets from your project for a period of one year from the submittal of your waste log.
- Failure to comply with these terms and conditions may result in a fine and payment of a security deposit on future projects.

Client#: 308319 AZTECONS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hub International
HUB Int'l Insurance Serv. Inc.
P.O. Box 4047
Concord, CA 94524-4047

CONTACT NAME: Rachel Stroup
PHONE (A/C, No, Ext): 925 609-6500 FAX (A/C, No): 925 609-6550
E-MAIL ADDRESS: rachel.stroup@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Landmark American Insurance Co	33138
INSURER B : National Union Fire Ins Co Pitt	19445
INSURER C : Granite State Insurance Company	23809
INSURER D : Underwriters at Lloyd's London	15792
INSURER E : Peerless Insurance Company	24198
INSURER F :	

INSURED
Aztec Consultants Inc.
Aztec Constructors Inc.
2021 Omega Road, Suite 200
San Ramon, CA 94583

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X BI/PD Ded: 2,500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			LHA136611	01/01/2013	01/01/2014	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
E	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			BA1022732	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $0			BE060469003	01/01/2013	01/01/2014	EACH OCCURRENCE	$8,000,000
							AGGREGATE	$8,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC065256403	07/01/2013	07/01/2014	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liab			AE131276	01/01/2013	01/01/2014	Each Claim: $1,000,000 Aggregate: $2,000,000 Ded: $15,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Meadowview City Service Complex LNG Fueling Station Renovation and Expansion (2189191)
City of Sacramento, its officials, employees and volunteers as Additional Insured as respects General Liability and Auto Liability, and coverage applies on a Primary basis, per attached forms RSG15017 1207, GECA701 0107, and CA0001 1001. General Liability includes Contractual Liability coverage. General Liability and Auto Liability include Separation of Insureds clauses (forms CG0001 1001 and CA0001 1001). General
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Sacramento
Risk Management
Attn: Deb Patterson
915 I Street, 4th FLoor
Sacramento, CA 95814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Liability signed declaration page, including forms schedule, attached. Workers Compensation Waiver of Subrogation applies per WC040361. Evidence of Builders Risk attached. All as required by written contract.

This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSURED
BLANKET – PRIMARY AND YOUR WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE	
Name of Person or Organization:	Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations; and/or "your work" defined for the additional insured(s) designated above included in the "products-completed operations hazard".

B. If you are required by a written contract to provide primary insurance, this policy shall be primary and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **4. Other Insurance** does not apply, but only with respect to coverage provided by this policy.

This endorsement effective 1/1/2013
forms part of Policy Number LHA136611
issued to AZTEC CONSULTANTS INC.
by Landmark American Insurance Company

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When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

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COMMON POLICY DECLARATIONS

THIS POLICY IS ISSUED BY THE COMPANY NAMED BELOW

COMPANY NAME: Landmark American Insurance Company

BRANCH ADDRESS: EXECUTIVE OFFICES:
945 EAST PACES FERRY ROAD, SUITE 1800, ATLANTA, GA 30326-1160

POLICY NO. LHA136611 **RENEWAL OF** NEW

NAMED INSURED AND MAILING ADDRESS:

AZTEC CONSULTANTS INC.
(PER NAMED INSURED LIST)
2021 OMEGA ROAD SUITE 200
SAN RAMON, CA 94583

PRODUCER:

Premium $27,000.00
Policy Fee
Broker Fee $810.00
Inspection Fee
State Tax $810.00
Stamp Fee $54.00
Total $28,674.00
CA SL Lic.#0592033

POLICY PERIOD: From 1/1/2013 to 1/1/2014 12:01 A.M. Standard Time at your Mailing Address above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	COVERAGE PARTS	PREMIUM
☒	Commercial General Liability	$ 27,000.00
☐	Commercial Farm	$
☒	Employee Benefits Liability	$ INCLUDED
	Audit Period: Annual	

Deposit Premium	$	27,000.00
Minimum Premium	$	27,000.00
TOTAL Policy Premium	$	27,000.00

FORMS APPLICABLE TO ALL COVERAGE PARTS:

SEE SCHEDULE OF POLICY ATTACHMENTS AND FORMS

BUSINESS DESCRIPTION: GENERAL CONTRACTOR

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE CONTRACT OF INSURANCE.

Countersigned: _____ By: Philip Coletti
Date January 08, 2013 Authorized Representative

RSG 10006 0112

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SCHEDULE OF POLICY ATTACHMENTS AND FORMS

Form Number	Form Title	Comment
RSG 99018 1211	Notice - Rejection of Terrorism Coverage	
RSG 19002 0608	Notice to Policyholders Insurance Requirement - Special Policy Condition	
RSG 99019 0711	California Surplus Lines Disclosure Notice	
RSG 99022 1012	State Fraud Statement	
CG 0001 1001	Commercial General Liability Coverage Form	
IL 0017 1198	Common Policy Conditions	
CG 2503 1185	Amendment - Aggregate Limits of Insurance (Per Project)	
CG 2426 0704	Amendment of Insured Contract Definition	
CG 3234 0105	California Changes	
IL 0270 0908	California Changes - Cancellation and Nonrenewal	
CG 0300 0196	Deductible Liability Insurance	
CG 0435 0202	Employee Benefits Liability Coverage	
CG 2234 0798	Exclusion - Construction Management Errors and Omissions	
CG 2279 0798	Exclusion - Contractors - Professional Liability	
CG 2147 1207	Exclusion - Employment Related Practices	
CG 2175 0608	Exclusion of Certified Acts of Terrorism and Other Acts of Terrorism	
CG 2167 0402	Fungi or Bacteria Exclusion	
IL 0021 0702	Nuclear Energy Liability Exclusion Endorsement	
CG 2155 0999	Total Pollution Exclusion with a Hostile Fire Exception	
CG 0062 1202	War Liability Exclusion	
RSG 15017 1207	Additional Insured - Blanket - Primary And Your Work	
RSG 16039 0708	Amendment - Pre-Existing Damage Or Injury	
RSG 14004 0903	Basis of Premium	
RSG 92062 0111	California - Service Of Suit	
RSG 14008 0709	Composite Rate	
RSG 16004 0903	Exclusion - Absolute Asbestos	
RSG 16014 0604	Exclusion - Cross Suits	
RSG 16021 0212	Exclusion - EIFS	
RSG 16092 1105	Exclusion - Electronic Data	

SCHEDULE OF POLICY ATTACHMENTS AND FORMS

Form Number	Form Title	Comment
RSG 16032 0903	Exclusion - Lead	
RSG 16043 1108	Exclusion - Residential Work	
RSG 16080 0304	Exclusion - Silica or Mixed Dust	
RSG 16086 1004	Exclusion - Violation of Statutes That Govern E-Mails, Fax, Phone Calls	
RSG 16083 0206	Exclusion - Welding Environmental Hazards	
RSG 16054 0903	Exclusion - Wrap Up	
RSG 14074 0611	Insurance Requirement For All Work Performed On Behalf Of Insured Including Indemnity Coinsurance Provision with Payment Cap	
RSG 14024 0112	Minimum Premium and Minimum Retained Premium	
RSG 14027 0209	Named Insured List	
RSG 14048 1008	Waiver Of Transfer Of Rights Of Recovery	

Policy Number: BA1022732
Insurer: Peerless Insurance Company
Policy Period: January 1, 2013 to January 1, 2014

Excerpts from: Golden Eagle form GECA 701 (01/07)

COMMERCIAL AUTO GOLD ENDORSEMENT

BUSINESS AUTO COVERAGE FORM

SECTION II — LIABILITY COVERAGE A.

COVERAGE

1. WHO IS AN INSURED

The following is added:

g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:

(1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:

(a) an expressed provision of an "insured contract", or written agreement; or

(b) an expressed condition of a written permit issued to you by a governmental or public authority.

(2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:

(a) You executed the "insured contract" or written agreement; or

(b) the permit has been issued to you.

SECTION IV. — BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

The following is added to 5.

We waive any right of recovery we may have against any additional insured under Coverage A. 1. Who Is An Insured g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

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d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico;

d. Canada; and

e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or

2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

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b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or

b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

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BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 07/01/2013 forms a part of Policy No. WC 065-25-6403

Issued to AZTEC CONSULTANTS INC.

By GRANITE STATE INSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _____

Authorized Representative

AZTECONS

ACORD™

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 09/24/2013

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY
Hub International
HUB Int'l Insurance Serv. Inc.
P.O. Box 4047
Concord, CA 94524-4047

PHONE (A/C, No, Ext): 925 609-6500
FAX (A/C, No): 925 609-6550
E-MAIL ADDRESS: rachel.stroup@hubinternational.com
CODE:
SUB CODE:
AGENCY CUSTOMER ID #: 308319

COMPANY
Travelers Property Casualty Co of Amer

INSURED
Aztec Consultants Inc.
Aztec Constructors Inc.
2021 Omega Road, Suite 200
San Ramon, CA 94583

LOAN NUMBER

POLICY NUMBER: QT6605444B997TIL12

EFFECTIVE DATE: 01/01/13
EXPIRATION DATE: 01/01/14
☐ CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Various locations in the State of California

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
BUILDERS RISK		2,500
Basic Limit of Insurance at any job site:		
Wood Frame Construction	2,000,000	
Joisted Masonry construction	2,000,000	
Non-Combustible construction	5,000,000	
Masonry Non-Combustible construction	5,000,000	
Modified Fire Resistive construction	5,000,000	
Fire Resistive construction	5,000,000	
(See Attached Coverage Info.)		

REMARKS (Including Special Conditions)

Re: Meadowview City Service Complex LNG Fueling Station Renovation and Expansion (2189191).
City of Sacramento as Loss Payee per attached form CMT560 0110.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS
City of Sacramento
Risk Management
Attn: Deb Patterson
915 I Street, 4th Floor
Sacramento, CA 95814

☐ MORTGAGEE
X LOSS PAYEE
☐ ADDITIONAL INSURED

LOAN #

AUTHORIZED REPRESENTATIVE

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COVERAGE INFORMATION (Continued from page 1.)

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Earthquake Limit	1,000,000	*
Flood Limit	1,000,000	*
* Deductible: 5%, subject to $100,000 minimum.		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET LOSS PAYEES

This endorsement modifies insurance provided under the IM PAK COVERAGE FORM.

The following is added to Section E – ADDITIONAL COVERAGE CONDITIONS:

Loss Payable Provision

In the event of a Covered Cause of Loss to Covered Property in which both you and a Loss Payee share an insurable interest, we will:

a. Adjust the loss or damage with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee as your interests may appear.

This endorsement applies to all Covered Property for which a Loss Payee is on file with us or your insurance agent or insurance broker.

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PAY REQUEST APPLICATION

PROJECT NAME AND NUMBER: Meadowview City Service Complex LNG Fueling Station Renovation and Expansion

CONTRACTOR: AZTEC CONSULTANTS

PURCHASE ORDER NO. (Required): _____ **COST CENTER:** _____

INVOICE NO.: _____ **PERIOD ENDING DATE:** _____

SUBMITTAL OF A PROGRESS SCHEDULE IS REQUIRED TO BE SUBMITTED WITH THIS PAY REQUEST IN ACCORDANCE WITH CITY'S STANDARD SPECS; NO PROGRESS PAYMENTS WILL BE MADE FOR ANY WORK UNTIL SATISFACTORY SCHEDULE HAS BEEN SUBMITTED TO THE ENGINEER.

ORIG. CONTRACT AMT.		$_____
CHANGE ORDER NO. 1	$_____	
CHANGE ORDER NO. 2	$_____	
CHANGE ORDER NO. 3	$_____	
CHANGE ORDER NO. 4	$_____	
NET CHANGE BY CHANGE ORDERS:	$_____	
TOT ADJUSTED CONTRACT AMT TO DATE:		$_____
BALANCE OF CONTRACT TO FINISH:	$_____	
TOTAL COMPLETE AND STORED TO DATE:		$_____
LESS 5% RETENTION	$_____	
LESS PREVIOUS BILLINGS:	$_____	
AMOUNT DUE THIS INVOICE:		$_____

******Labor Compliance (payrolls etc.) is current and submitted for this Pay Request******

Submitted By _____ **Date:** _____

Submit To: **Department of General Services, Architecture & Engineering**
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attn.: Project Manager; Tim Hopper, Labor Compliance Officer

Approved By (Const. Insp.) _____ **Date:** _____

Approved By (Project Manager) _____ **Date:** _____

Approved By (Labor Compliance) _____ **Date:** _____

In accordance with Public Contract Code §20104.50 the City shall pay Contractor interest on any progress payment which is made by City more than 30 days after City receives an undisputed and properly submitted written payment request. Said interest shall be equal to the rate set forth in CCP§685.010(a), and shall begin to accrue upon the expiration of said 30 day period. Any written request for a progress payment which City determines to be disputed, improper or not suitable for payment for any reason shall be returned to Contractor within 7 days after receipt by City, along with a written statement of the reason or reasons why such request is disputed, improper or not suitable for payment.
(Rev. 9/17/04)

CITY OF SACRAMENTO

Department of General Services
Architecture & Engineering

SCHEDULE OF VALUES

Remit To:

Department of General services
Architecture & Engineering
5730 24th Street, Bldg. 4
Sacramento, CA 95822

PROJECT NAME: **Meadowview City Service Complex LNG Fueling Station Renovation and Expansion**

CITY PROJ. NO: **WO1991226**

FUNDING:

CONTRACTOR: Aztec Consultants

ADDRESS: 2021 Omega Road, Suite 200
San Ramon, CA 94583

PHONE NO: 1.925.551.1909

Payment No. _____
Work Performed Thru _____
Date Payment Submitted _____
Days Expended on Contract _____

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Authorized Amount	This Estimate		Total Work Completed		Quantity Remaining
						Quantity	$ Amount	Quantity	$ Amount	
	TOTAL CONTRACT AMOUNT									
	CHANGE ORDERS									

Appendix J

GUARANTEED MAXIMUM PRICE AND FEE

1. Guaranteed Maximum Price. The **Guaranteed Maximum Price** as of the date of execution of the Contract is **WRITTEN AMOUNT** ($ One million four hundred seventy thousand). The GMP is comprised of the following.

Professional Services:	$ 14,000
Professional Services Contingency[1]:	$ 8,000
Construction:	$ 1,374,000
Bonds:	$ 18,000
Insurance:	$ 21,000
Construction Contingency[1]:	$ 35,000
TOTAL	$ 1,470,000

Notes:
1. Contingency funds are owned and controlled by the City of Sacramento. Only the City has the authority to allocate use of contingency funds (Exhibit G, Section 1.4.13).

GUARANTEE

We hereby guarantee the: Meadowview City Service Complex LNG Fueling Station Renovation and Expansion

City of Sacramento for one (1) year in accordance with the guarantee required in the specifications. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the one-year period from the date of acceptance without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within five (5) days time after being notified in writing, we collectively or separately, do hereby authorize the City to proceed to have the defects repaired and made good at our expense and will pay the costs and damages, including but not limited to any related attorney fees and City staff and administrative expenses, therefore immediately upon demand.

Dated: 09/27/2013

Signed: Ed R Duarte

Edward R. Duarte
Printed Name

Aztec Consultants
Company

2021 Omega Road, Suite 200
Address

San Ramon, CA 94583

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RESOLUTION NO. 2013-

Adopted by the Sacramento City Council

October 22, 2013

TRANSFERRING FUNDING FROM THE SOLID WASTE FACILITY REPAIR AND REHABILITATION PROJECT (Y14000900, SOLID WASTE FUND, FUND 6007) TO THE MEADOWVIEW LIQUEFIED NATURAL GAS FUEL STATION PROJECT (C13000100)

BACKGROUND

A. The majority of the City's liquefied natural gas (LNG) fleet, comprised of nearly 100 refuse trucks, obtains fuel at the Meadowview City Service Complex (MCSC). The LNG fuel infrastructure at the MCSC, however, is over ten years old and inadequate to support the current fueling demand. The Meadowview LNG Fuel Station Project will double the current fueling capacity by installing two new LNG modular fuel stations and refurbishing the two existing LNG modular fuel stations.

B. Funding for the Meadowview LNG Fuel Station Project will be provided from the Fleet Fund, Solid Waste Fund, and grant funds from the California Energy Commission as follows:

Fleet Fund (Fund 6501)	$ 555,000
Solid Waste Fund (Fund 6007)	555,000
CEC grant funds	600,000
Project cost	$1,710,000

Sufficient funding exists in the Y14000900 project budget to support the transfer of $135,000 to the C13000100 project.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. That $135,000 shall be transferred from the Solid Waste Facility Repair and Rehabilitation Project (Y14000900, Solid Waste Fund, Fund 6007) to the Meadowview LNG Fuel Station Project (C13000100).