

Meeting Date: 10/29/2013

Report Type: Consent

Report ID: 2013-00784

Title: Agreement: Base Repair by Cold Planing at Various Locations

Location: Citywide

Issue: The Department of Public Works, Maintenance Services Division, Pavement Maintenance Section, has an ongoing need to maintain and repair the transportation corridors by performing base repair by cold planing.

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute a one year maintenance and repair agreement for base repair by cold planing at various locations in an amount not to exceed \$87,800 with options to extend the agreement for up to two additional one-year periods. The total amount of the agreement, including the two optional one-year extensions, will not exceed \$271,382.

Contact: Gabriel Morales, Operations General Supervisor, (916) 808-2289, Juan Montanez, Maintenance Services Division Manager, (916) 808-2254; Department of Public Works

Presenter: None

Department: Public Works Department

Division: Pavement Maintenance

Dept ID: 15001631

Attachments:

1-Description/Analysis

2-Exhibit A Agreement (Anrak Corporation)

City Attorney Review

Approved as to Form

Gerald Hicks

10/22/2013 8:42:41 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt

Russell Fehr

10/11/2013 11:56:58 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/16/2013 9:17:10 AM

Description/Analysis

Issue: The Department of Public Works, Maintenance Services Division, performs routine work each year to maintain the pavement as close as possible to its original newly-constructed condition. This provides maximum benefit to the traveling public by enhancing safety and improving ride comfort of the road surface. The proposed agreement will provide equipment and labor for base repair by cold planing, an important step in the preparation of streets for the annual resurfacing program.

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code Chapter 3.56.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): Under CEQA guidelines, continuing administrative or maintenance activities do not constitute a project and are therefore exempt from review.

Sustainability Considerations: The pavement maintenance and repair services purchased under this contract will support the goals of the City of Sacramento's Sustainability Master Plan by improving and optimizing the transportation infrastructure. The proposed agreement provides for the reuse, where appropriate, of treated asphalt grinding debris as base material, thereby helping reduce the over-consumption of natural resources and diverting waste material from the City's landfill.

Rationale for Recommendation: On September 12, 2013, Invitation for Bid B14151631006 was issued for Base Repair by Cold Planing at Various Locations. The bid was opened by the City Clerk on September 25, 2013, and one company, Anrak Corporation, submitted a responsive bid in response to our advertisement. Although only one bid was submitted, the bid amount is considered by staff to be reasonable.

Staff recommends that the City Manager, or his designee, be authorized to execute a maintenance and repair agreement with Anrak Corporation for base repair by cold planing at various locations within the City of Sacramento in an initial amount of \$87,800 in year one, with two one-year optional extensions. The total amount of the agreement, with optional extensions, will not exceed \$271,382 for the three-year period.

Financial Considerations: Purchases will be made from the Department of Public Works, Maintenance Services Division, Pavement Maintenance and In-Source Sections, operating budget (15001631, 15001651) and Capital Improvement Projects (CIPs) that support street maintenance (including, but not limited to, R15142000 Street Overlay and Seal Program). Sufficient funding exists in the Fiscal Year (FY) 2013/14 operating budget and CIPs for purchases made through June 30, 2014. Purchases made after June 30, 2014, are subject to funding availability in the adopted budget for the applicable fiscal year.

The total amount of \$271,382 for the three year agreement acknowledges the potential for an annual price increase of up to 3% in the second and third years.

Year One	\$87,800
Year Two with up to 3% increase	\$90,434
Year Three with up to 3% increase	\$93,148
Grand Total for 3 Years	\$271,382

Emerging Small Business Development (ESBD): Anrak Corporation is certified by the City of Sacramento as an Emerging/Small Business Enterprise.

PROJECT NAME: Base Repair by Cold Planing at Various Locations
DEPARTMENT: Public Works
DIVISION: Maintenance Services

CITY OF SACRAMENTO

MAINTENANCE AND REPAIR AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Anrak Corporation
5820 Mayhew Road
Sacramento, CA 95827

("CONTRACTOR"), who agree as follows:

1. DEFINITIONS.

- 1.1 Contract: The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

Invitation to Bid
Drawings (if any)
Certificate(s) of Insurance
Technical Specifications
Contractor's Bid Proposal Form
Sacramento CITY Code Title 03
1989 Standard Specifications
Workers Compensation Certificate
Special Provisions
Drug Free Workplace Policy & Affidavit
EBO Declaration of Compliance
Subcontractor and ESBE Participation Form

The table of contents, titles and headings contained within the Contract Documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. Except as may be provided otherwise in this Contract, this Contract may be amended or modified only by written consent of the parties to this Contract.

- 1.2 Work: The services required by the Contract Documents, including supervision and labor necessary to produce such services, and materials and equipment incorporated or to be incorporated in such services, or required by the Contract Documents.

- 1.3 Project Manager: "Project Manager" shall mean the designated representative of the CITY of Sacramento for this project, or the Project Manager's designated representative. The designated Project Manager for this project is:

Gabriel Morales, Operations General Supervisor
5730 24th Street, Bldg. 9
Sacramento, CA 95822
Phone: 916-808-2289 / Email: gmorales@cityofsacramento.org

2. **CONTRACT CONTROLS.** In the event a conflict between the terms and conditions as set forth in this Contract and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Contract shall prevail.
3. **SCOPE OF WORK.** Contractor shall furnish all tools, equipment, apparatus, facilities, labor, material, supervision and transportation necessary to perform and complete in a workmanlike manner to the satisfaction of the CITY, all Work required, and in the manner designated in this Contract for: Base Repair by Cold Planing at Various Locations.

The Work provided shall be as set forth in Exhibit C, attached hereto and incorporated herein.

4. **TIME OF PERFORMANCE.**

- 4.1 The services described herein shall be provided for one year from date of award, or in accordance with the schedule, set forth in the scope of services.
- 4.2 If mutually agreeable to both parties, any resultant contract may be extended for two one year basis extensions; however, in no case shall the contract renewal extend beyond three (3) years from the date of award of the original contract. Extension will be mutually agreed upon and in writing.
- 4.3 For each year that the contract is extended, an annual adjustment to account for inflation may be added to the total charge per item listed. The annual adjustment is based on the Consumer Price Index (CPI), San Francisco area, however, the annual increase shall not exceed three percent (3%).

5. **FEE SCHEDULE/MANNER OF PAYMENT.**

- 5.1 **CONTRACTOR'S Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit D, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$87,800.00.
- 5.2 **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Exhibit B, attached hereto and incorporated herein.
- 5.3 **CONTRACTOR'S Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are

necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

- 5.4 CONTRACTOR shall not be paid for any defective or improper Work.
- 5.5 Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
- 5.6 All invoices submitted by CONTRACTOR shall contain the following information:
- (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
- 5.7 Statements or invoices shall be mailed to:
- Street Services Division
5730 24th Street, Bldg. #9
Sacramento, CA 95822
- Attn: Gabriel Morales
- 5.8 **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.
- 5.9 **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, 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.

5.10 **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 5.

6. ACCEPTANCE NOT RELEASE

6.1 CONTRACTOR shall correct immediately any unsatisfactory or defective Work which may be discovered. Unsatisfactory materials will be rejected, notwithstanding that they may have been overlooked by the proper inspector. If any portion of the Work is covering defective or unsatisfactory Work, the cost of exposing and recovering after correction shall be borne by the CONTRACTOR. The inspection of the Work, or any part thereof, shall not relieve CONTRACTOR of the obligation to perform satisfactory Work as prescribed by the Contract Documents.

6.2 Failure or neglect on the part of CITY or any of its authorized agents to reject unsatisfactory or defective Work or materials will not be construed to imply an acceptance of such Work or materials if such becomes evident at any time. Such failure shall not be construed as barring CITY from recovering damages or such a sum of money as may be required to replace or repair the affected portions of the Work whenever CITY may discover the same.

7. **RELEASE.** If requested to do so by CITY, at the time of any payment of undisputed contract amounts, as a condition precedent to such payment, CONTRACTOR 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 any and all liability, obligations and claims arising or related to such amounts.

8. **CITY'S RIGHT TO TAKE POSSESSION OF THE WORK IN WHOLE OR IN PART.** The CITY reserves the right to occupy all or any part of the project prior to completion of the Work. Such occupancy does not constitute acceptance by CITY of the work or any portion thereof, nor will it relieve CONTRACTOR of responsibility, under Section 7, for correcting defective work or materials.

9. **NO WAIVER OF REMEDIES.** Neither the inspection by CITY or its agents, nor any order or certificate 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 or its agents will operate as a waiver of any provision of the Contract Documents or of any power herein reserved to CITY or any right to damages herein provided, nor will any waiver of any breach of the Contract Documents be held to be a waiver of any other or subsequent breach. Remedies provided in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and CITY shall retain any and all equitable and legal remedies available to it.

10. CONTRACTOR TO SERVE NOTICE OF DELAYS.

- 10.1 Whenever CONTRACTOR foresees any delay in the prosecution of the Work, and in any event, within 10 days of the occurrence of any delay which CONTRACTOR regards as unavoidable, CONTRACTOR shall notify CITY in writing of the probability of the occurrence of such delay and its cause in order that CITY may take immediate steps to prevent, if possible, occurrence or continuance of the delay, or, if this cannot be done, may determine whether delay is to be considered unavoidable, how long it may continue and to what extent the prosecution and completion of the Work are to be delayed by it. Delays which have occurred in the prosecution and completion of the Work are presumably avoidable delays, except such delays as shall have been called to the attention of CITY at or before the time of occurrence and found by CITY to have been unavoidable.
- 10.2 Avoidable delays in prosecution or completion of the Work shall include delays which, in the opinion of CITY, would have been avoided by exercise of reasonable care, prudence, foresight and diligence on the part of CONTRACTOR or its subcontractors. The following shall be deemed to be avoidable delays: (i) delays in prosecution of parts of the Work which may in themselves be unavoidable but do not necessarily prevent or delay prosecution of other parts of the Work or completion of the whole Work within the time specified for completion of the Work; (ii) reasonable loss of time resulting from the necessity of submitting samples of materials and drawings to CITY for approval and from testing materials, measurements and inspections; and (iii) reasonable interference of other CONTRACTORS employed by CITY which do not necessarily prevent completion of the whole Work within time agreed upon. The foregoing list is illustrative only, and is not intended as an exhaustive listing of avoidable delay situations. Under no circumstances will an avoidable delay qualify for an extension of time.
- 10.3 Unavoidable delays in prosecution or completion of the Work shall include delays which, in the reasonable opinion of CITY, result from causes beyond control of CONTRACTOR and which could not have been avoided by exercise of reasonable care, prudence, foresight and diligence on the part of CONTRACTOR or its Subcontractors. Extensions to the completion date due to Contract modifications ordered by CITY and unforeseeable delays in completion of Work of other CONTRACTORS employed by CITY will be considered unavoidable delays insofar as they interfere with CONTRACTOR's completion of the Work. War, government regulations, labor disputes, strikes, fires, floods necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment or labor, required extra work or other specific reasons as may be further described in the Specifications may constitute an unavoidable delay. Unavoidable delays may constitute sufficient justification for the granting of an extension of time provided the notice requirements of Section 11.1 above have been met. Other than an extension of time, CONTRACTOR shall have no claim for any compensation or damage for any unavoidable delay or disruption, including claims relating to changes in the Work extending the completion date, unless it is shown by CONTRACTOR, to the satisfaction of the CITY, that the unavoidable delay or disruption resulted from a work stoppage or suspension caused by the CITY and that such

stoppage or suspension was unforeseeable and unreasonable under the circumstances.

10.4 If adverse weather conditions are the basis for a request for an extension of time, such request shall be documented by data substantiating that weather conditions were abnormal for the season and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction. CONTRACTOR shall submit such documentation covering each and every day of delay which CONTRACTOR claims was caused by adverse weather conditions.

10.5 Determination of each day upon which an unavoidable or adverse weather delay occurred shall be made and agreed upon during such day, or as soon thereafter as practicable, by conference between CONTRACTOR and CITY at the jobsite. If agreement is not reached, CONTRACTOR shall notify CITY in writing of the cause of delay within ten (10) calendar days. Except in those cases deemed by the CITY to be so warranted, no determination as to time adjustment shall be made by the CITY as to any alleged cause of delay until the Work is completed.

11. CHANGES IN THE WORK. The CONTRACTOR may be ordered in writing by the Project Manager without invalidating this Contract, to make changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. The CONTRACTOR, prior to the commencement of such changed or revised Work, shall submit to the CITY written copies of any claim for adjustment to the Contract amount and time of completion for such revised Work in accordance with the procedure set forth in the Contract Documents.

12. PROTECTION OF EXISTING FACILITIES. CONTRACTOR shall take reasonable precaution to protect all public and private property during the performance of this Contract. CONTRACTOR shall be solely responsible for any damage caused to public and private property by CONTRACTOR's agents, employees, subcontractors or equipment during the performance of this Contract, and any such damaged property shall be promptly repaired to the condition existing before the damage occurred, or shall be replaced. All costs for such repairs or replacement shall be the sole responsibility of the CONTRACTOR.

13. TERMINATION FOR BREACH OF CONTRACT.

13.1 In addition to any other rights the CITY may have, if CONTRACTOR has not completed the Work on or before the Completion Date as adjusted by change order or any extension of time granted by CITY, if any, the CITY may terminate the Contract at any time thereafter. Upon such termination, CONTRACTOR shall not be entitled to receive any compensation for services rendered after such termination and CONTRACTOR shall be liable to CITY for liquidated damages for all periods of time beyond such termination date until the work is completed.

13.2 If CONTRACTOR should abandon the work, or if the work or any portion of the Work should be sublet or assigned without the consent of CITY, or if the Project Manager determines that the conditions of the Contract Documents in respect to the rate of progress of the work are not being fulfilled or any part

thereof is unnecessarily delayed, or if CONTRACTOR should willfully violate or breach, or fail to execute in good faith, any of the terms or conditions of the Contract Documents, or if CONTRACTOR should refuse or fail to supply sufficient properly skilled labor or materials, or fail to make prompt payment of undisputed invoices when due to Subcontractors for material or labor, or disregard laws, ordinances or proper instruction or orders of the Project Manager then, notwithstanding any provision to the contrary herein, CITY may give the CONTRACTOR written notification to immediately cure any such breach, or the Contract will be terminated.

- 13.3 In the event that notice is given under Section 13.2., and in the event the breach is not cured, or satisfactory arrangement for correction is not made within ten (10) calendar days from date of such notice, the Contract shall, upon the expiration of said ten (10) calendar days from the date of mailing of the notice, cease and terminate. In the event of termination, CITY will immediately serve notice thereof upon the CONTRACTOR. The CITY may take over the work and prosecute the same to completion for the account and at the expense of CONTRACTOR, and CONTRACTOR shall be liable to CITY for any excess cost occasioned by the CITY.
- 13.4 In the event CITY completes the work, or causes the Work to be completed, as aforesaid, no payment of any sum will be made to CONTRACTOR until the work is complete. All costs of completing the Work, including, but not limited to, legal expenses, the costs of CITY forces, extra costs of administration and management incurred by CITY, either direct or indirect, shall be deducted from any sum then due, or which becomes due, to CONTRACTOR from CITY. If the cost of completing the work exceeds sums owing to CONTRACTOR under the Contract, CONTRACTOR shall pay CITY a sum equal to said difference on demand. In the event CITY completes the work and there is a sum remaining due to CONTRACTOR after CITY deducts the aforementioned costs of completing the Work, then CITY will thereupon pay such sum to CONTRACTOR.
- 13.5 No act by the CITY before the work is finally accepted including, but not limited to, exercise of other rights under the Contract Documents, actions at law or in equity, extensions of time, payments, claims of liquidated damages, occupation or acceptance of any part of the work, waiver of any prior breach of the Contract Documents, or failure to take action pursuant to this Article upon the happening of any prior default or breach by CONTRACTOR will be construed to be a waiver by, or to stop, the CITY from acting pursuant to this Article upon any subsequent event, occurrence or failure by CONTRACTOR to fulfill the terms and conditions of the Contract Documents. The rights of the CITY pursuant to this Article are cumulative and in addition to all other rights of CITY pursuant to the Contract Documents, and at law or in equity.
- 13.6 If CONTRACTOR should commence any proceeding under the Bankruptcy Act, or if CONTRACTOR should be adjudged as bankrupt, or if CONTRACTOR should make any assignment for the benefit of creditors, or if a receiver should be appointed an account of CONTRACTOR's insolvency, then the Project Manager may terminate the Contract and CITY may complete the work, or cause completion of the work pursuant to this Section 13.

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

Full compensation for all premiums that Contractor 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 Contractor's insurance premiums.

It is understood and agreed by the Contractor 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 Contractor.

14.1 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 Contractor.

(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.

14.2 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 Contractor, products and completed operations of Contractor, and premises owned, leased or used by Contractor. 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.

14.3 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.

14.4 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 19 must be declared to and approved by the City Risk Management Division in writing prior to execution of this Agreement.

14.5 Verification of Coverage

- (1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative designated by City. 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.
- (2) The City may withdraw its offer of contract or cancel the Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

14.6 Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection 14.1, above.

15. **FAILURE TO MAINTAIN BONDS OR INSURANCE.** If, at any time during the performance of this Contract, Contractor fails to maintain any item of the bonds and/or insurance required under the Contract in full force and effect, Contractor 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 Contractor, 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 therefor have been paid for a period satisfactory to the Division of Risk Management. Contractor 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 Contractor 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 Contractor 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. **GUARANTEE.**

16.1 Except as otherwise expressly provided in the Specifications and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, CONTRACTOR shall guarantee all Work performed hereunder, together with all supplies, materials and devices of whatsoever nature incorporated in, or attached to the Work or otherwise delivered to CITY as a part of the Work pursuant to the Contract Documents, to be free of defects of fabrication, installation and materials for a period of one year after the issuance of the Certificate of Substantial Completion by the CITY. CONTRACTOR shall repair or replace such Work or material, together with other Work or material which may be displaced or damaged in so doing, without expense or charge of any nature whatsoever to CITY.

16.2 In the event that CONTRACTOR shall fail to comply with the conditions of the foregoing guarantee within five (5) calendar days time, after being notified of the defect in writing, CITY will have the right, but shall not be obligated to repair, or obtain the repair of, the defect and CONTRACTOR shall pay to CITY on demand all costs and expense of such repair including all staff and administrative (including legal) expenses required to enforce the guarantee. Notwithstanding anything herein to the contrary, in the event that any defect in fabrication, installation or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the health or safety of any person, or any property interest, CITY will have the right to immediately repair, or cause to be repaired, such defect, and CONTRACTOR shall pay to

CITY on demand costs and expense of such repair including all staff and administrative (including legal) expenses required to enforce the guarantee. The foregoing statement relating to hazards to health, safety or property shall be deemed to include either temporary or permanent repairs which may be required as determined in the sole discretion and judgment of CITY.

16.3 The Contractor's Performance Bond shall secure the performance of the Contractor's obligations under this Section 15, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

17. HOLD HARMLESS AGREEMENT.

17.1 CONTRACTOR shall assume the defense of, and indemnify and save harmless, the CITY, its officers, employees and agents, and each and every one of them, from and against actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, the performance of the Work, whether upon or off the Work, including the loss of use thereof and caused in whole or in part by any act or omission of the CONTRACTOR and/or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by the CITY.

17.2 In addition to any other remedy authorized by law, any sum due CONTRACTOR under and by virtue of the Contract Documents may be retained by the CITY until disposition has been made of such suits, actions, or claims for damages.

18. LAWS, PERMITS, FEES, AND NOTICES.

18.1 CONTRACTOR shall keep informed of, observe and comply with and cause agents and employees to observe and comply with prevailing Federal, State, County and CITY laws, including the payment of all applicable taxes, and rules and regulations made pursuant to said Federal and State Laws, which in any way affect conduct of Work under this Contract. CONTRACTOR shall at CONTRACTOR's expense, obtain all necessary permits and licenses for excavating or other work on or off public streets, roads or sidewalks and shall comply with laws in connection therewith. If conflict arises between provisions of the Contract Documents and any such law above referred to, then CONTRACTOR shall notify CITY at once in writing. CONTRACTOR, pursuant to Section 3.10. below, shall defend and indemnify the CITY and any of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, rule or regulation, whether by CONTRACTOR, any Subcontractor or agents or employees of either.

18.2 When any Federal, State or local law, statute, ordinance, regulation or rule is referenced in the Contract Documents, it is intended that any reference to said law, statute, ordinance, regulation or rule is as it may be amended or renumbered in the future.

18.3 If required, CONTRACTOR shall obtain a "no fee" building permit from the CITY Building Department. CONTRACTOR shall obtain and pay for all other permits and licenses required for the execution of the Work. A Business Operations Tax Certificate shall be obtained from the CITY Finance Department, Revenue Division prior to issuance of payments.

19. **NON-DISCRIMINATION IN EMPLOYEE BENEFITS.** This Agreement 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 A. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
20. **AUTHORITY.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
21. **COMPLIANCE WITH OSHA.** The Contractor shall be responsible for strict compliance with all requirements of the California Occupational Safety and Health Act (OSHA) which are applicable to the work to be accomplished pursuant to this contract. OSHA shall be construed to include, but not be limited to, all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California.
22. **DISMISSAL OF UNSATISFACTORY EMPLOYEES.** The Contractor shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.
23. **EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

ATTEST:

By: _____

CITY Clerk

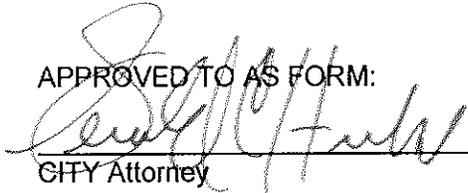
Print name: Jerry Way

Attachments:

Title: Director of Public Works
For: John F. Shirey, City Manager

- Exhibit A – Declaration of Compliance
- Exhibit B – Non-Discrimination in Employee Benefits
- Exhibit C- Scope of Services
- Exhibit D- Fee/Manner of Payment
- Attachment A
- Attachment B

APPROVED TO AS FORM:



CITY Attorney

IN WITNESS WHEREOF, the parties hereto have signed this Contract on the date set forth below their names.

CONTRACTOR

ANRAK CORPORATION
NAME OF FIRM

94-1598018
Federal I.D. No.

198-1813-7
State I.D. No.

101389
CITY of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation (*may require 2 signatures*)
- Limited Liability Company
- Other (*please specify: _____*)



Signature of Authorized Person
MARK S. ANDERSON
PRESIDENT

Print Name and Title

Additional Signature (*if required*)

Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: ANRAK CORPORATION
 Address: 5820 MAYHEW ROAD, SACRAMENTO, CA 95827

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

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the CITY of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento CITY Code (the "Ordinance").
3. Contractor understands, 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

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor 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. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If 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, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is

executed by the CITY of Sacramento ("CITY"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by 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 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 this Contract is executed by the CITY.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the CITY Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the CITY.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, 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; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or 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.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the CITY. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the CITY's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The CITY shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the CITY, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.


Signature of Authorized Representative

10/15/2013
Date

MARK S. ANDERSON
Print Name **PRESIDENT**

Title

EXHIBIT B

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (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 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.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, 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 “A.”

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

EXHIBIT C

BASE REPAIR BY COLD PLANING, AT VARIOUS LOCATIONS

SCOPE OF WORK

The work to be performed under this contract shall be for the removal of unstable asphalt at various locations within the City of Sacramento by means of cold planing to a maximum depth of 5 inches. Material excavated shall be either deposited directly into dump trucks or treated and used as a base material.

It is estimated that there are 50 locations and the project will last at least 30 days or not to exceed 200 hours. Days of work may not be consecutive. The Contractor for this work will be used on an on-call basis to perform work throughout the year with an average of one or two (1-2) days of work per call.

I. General Requirements

- A. Work to be performed under this contract shall be done in accordance with special provisions, specifications, and requirements contained herein.
- B. The scope of work to be performed under these specifications and requirements shall consist of cold planing or recycling various predetermined areas of unstable pavement at an estimated 50 locations throughout the City.

II. Special Requirements

- A. Contractor shall provide operator and equipment:
 - 1. Capable of a cutting width of 102 inch maximum or as low as a minimum of 72 inch on a single pass, or the standard width in between.
 - 2. Capable of travel speed no less than 16 feet/min. at a cutting depth of 5 inches.
 - 3. Capable of depositing excavated material directly into a City furnished dump truck.
 - 4. Equipment shall have Sonic Grade Control.
 - 5. Capable of move-in with one-day notice (24 Hours).
 - 6. For replacement on the same day, in case of break down.

- B. Work hours shall be the same as those of the City of Sacramento Pavement Maintenance Section. Contractor shall not work in excess of eight (8) hours per day. The Pavement Maintenance Section shall notify contractor at least one (1) week prior to beginning work at a particular job site.
- C. City of Sacramento Pavement Maintenance Section will be responsible for the following:
1. Location and marking of all manhole covers and water valves. Contractor shall not be held liable for damage to covers or valves NOT marked.
 2. Providing work areas with necessary traffic control and signing to warn the public as to work area and parking restriction.
 3. Removal of any tree limbs that may impede the contractor's equipment.
 4. All support labor, materials, equipment and other incidentals not covered under Section II, above.
- D. Basis for Payment
1. Contractor shall receive compensation for furnishing all labor, equipment, tools and other incidentals at rate established herein.
 2. Once mobilized at the project, contractor shall receive compensation for a six (6) hour minimum day, except in case of breakdown or contractor unable to fulfill terms and conditions of this contract.
 3. Contractor shall not receive compensation for transportation between job sites.
 4. Contractor shall not receive compensation for mobilization, demobilization or transportation of equipment.
 5. Contractor shall not receive compensation when equipment is down for repairs, or waiting for the replacement equipment.
- E. Funding (Availability)
1. This contract is subject to the budget and fiscal provisions of the Charter of the City of Sacramento.

2. Charges will accrue only after written authorization certified by the Director of Finance of the City of Sacramento. Any amount of the City's obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
3. This contract will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the succeeding fiscal year. If funds are appropriated for a portion of the fiscal year this contract will terminate, without penalty, at the end of the term for which funds are appropriated.
4. This section controls against any and all other provisions of this contract.
5. Payment under said authorization of orders shall be as provided in Paragraph titled "Payment and Invoicing".

F. Contract Period

Any contract(s) resulting from this bid shall be effective for a period of one year from the date of award.

G. Contract Extension

The original one year contract may be extended for two one year periods for a total of 3 years. Each one year extension will be mutually agreed upon and in writing.

H. Pricing

The prices quoted to the City shall be as low as or lower than those charged the Contractor's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

I. Price Adjustment

No price changes are permitted during the first year of contract. If contract extends beyond first year, prices quoted may be subject to adjustment. Price increases will not be granted retroactively and request for adjustment must be received in writing by the City's Project Manager at least 45 days prior to expiration of the contract period. For each year that the contract is extended, an adjustment to account for inflation may be added to the total charge. The annual adjustment is based on the Consumer Price Index (CPI), San Francisco area; however, any increase will not exceed three percent (3%).

J. Payment Terms

Payment terms are net 30, unless Contractor offers a prompt payment discount. All prompt payment discounts if taken shall be computed from the date of completion and acceptance, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of services and on receipt of Contractor's invoice.

K. Modification of Contract

The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

1. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.
2. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

L. Cooperative Purchasing

If mutually agreeable to both parties, the use of any resultant contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

M. Subcontracts and Assignments

No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the contractor, nor may assignment of any money due or to become due the contractor under this contract be made without the prior written consent of the City. Where authorized by the City,

the contractor shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.

N. Dismissal of Unsatisfactory Employees

The Contractor shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

O. Drug-Free Workplace Policy

The City of Sacramento is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from drugs. In 1989, to assist in the achievement of this end, the City established a Drug-Free Workplace Policy. As a contractor doing business with the City, it is expected that your firm will also implement a drug-free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the City in maintaining a drug-free workplace. If, in the performance of work under this contract, any employee of the Contractor exhibits unacceptable behavior that may be related to use of drugs or alcohol, the City reserves the right to discuss the employee's behavior with the Contractor. If the unacceptable behavior persists, the City may require that the employee be removed from all work under this contract.

SECTION III – BIDDER RESPONSE DOCUMENTS

G. Pricing Schedule

In compliance with the terms and conditions herein, the bidder hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals for:

**Base Repair by Cold Planing, at various locations
within the City of Sacramento**

Pricing shall be all inclusive. No surcharges or additional costs will be allowed; the cost of permitting, constructing, mobilization, demobilization, overhead, insurance and all other costs and fees are to be included.

(Calculation is Unit x Estimated Annual Quantity = Extended Annual Price)

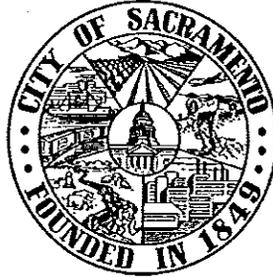
Item No.	Description	Unit Price	Unit	Estimate d Annual Quantity	Extended Annual Price
1	Cold Planing, at Various Locations	\$439.00	Per hour x	200*	\$ 87,800.00
2	Repair of Damaged Teeth on Cutting Drum	\$ -0-	Each x	300*	\$ -0-
3	Repair of Damaged Pockets on Cutting Drum	\$ -0-	Each x	300*	\$ -0-

Grand Total \$ 87,800.00

*Quantities are estimates for bidding purposes only and the City's actual requirements may increase or decrease throughout the contract term. All services are to be provided on an as-needed basis.

Any contract(s) resulting from this bid shall be effective for a period of one year from the date of award. This contract may be extended for two additional one year contracts for a total of 3 years. Each one year extension will be mutually agreed to and in writing.

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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 Code (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 benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement
- Health 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, Procurement Services Division, containing the details of the alleged violation. The address is:

CITY of Sacramento
Procurement Services Division
5730 24th St. Bldg. 1
Sacramento, CA 95822

- 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

Attachment B



YOUR RIGHTS UNDER THE CITY OF SAVCRAMENTO'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
- Any other benefits given to employees
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits

If you feel you have been discriminated or retaliated against by 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
Procurement Services
5730 24th Street, Bldg 1
Sacramento, CA 95822

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

Discrimination and Retaliation is 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 the Ordinance, ...

You May . . .

Submit a written complaint to the CITY of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

**CITY OF SACRAMENTO
PERFORMANCE BOND**

Department of Public Works
Page 1 of 1

Bond No.: 929579634
Premium: \$527.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: Anrak Corporation, 5820 Mayhew Road, Sacramento, CA 95827,

as principal, hereinafter called Contractor, a contract for construction of:

**Base Repair by Cold Planing at Various Locations
(Bid # B14151631006)**

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):
Western Surety Company, 333 S. Wabash Avenue, 41st Floor, Chicago, Illinois 60604

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: EIGHTY SEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$87,800.00), 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 October 16, 2013.

Anrak Corporation

(Contractor) (Seal)
By MARK S. ANDERSON
Title PRESIDENT

ORIGINAL APPROVED AS TO FORM:
[Signature]
City Attorney

Western Surety Company

(Surety) (Seal)
By [Signature]
Title Renee Ramsey, Attorney-in-Fact
Agent Name and Address InterWest Insurance Services, Inc.
3636 American River Drive, Sacramento, CA 95864
Agent Phone # 1-916-488-3100
Surety Phone # 1-877-589-6952
California License # 0B01094

ACKNOWLEDGMENT

State of California
County of Sacramento)

On October 16, 2013 before me, M. McLaughlin - Notary Public
(insert name and title of the officer)

personally appeared Renee Ramsey-----,
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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *M. McLaughlin*

(Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Richard W Pratt, Joseph H Weber, B G Midstokke, Renee Ramsey, Katherine Gordon, Patricia M Simas, John J Weber, Individually

of Sacramento, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of July, 2013.



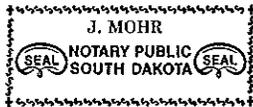
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 12th day of July, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of October, 2013.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary 33 of 40

CITY OF SACRAMENTO
PAYMENT BOND
Department of Public Works
Page 1 of 1

Bond No.: 929579634
Premium: Included in
Performance Bond

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Anrak Corporation, 5820 Mayhew Road, Sacramento, CA 95827

hereinafter called Contractor, a contract for construction of:

Base Repair by Cold Planning at Various Locations
Bid #B14151631006

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*):
Western Surety Company, 333 S. Wabash Avenue, 41st Floor, Chicago, Illinois 60604

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 EIGHTY SEVEN THOUSAND EIGHT HUNDRED DOLLARS, (\$87,800.00), 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 October 16, 2013

Anrak Corporation

(Contractor) (Seal)
By [Signature]
Title MARK S. ANDERSON
PRESIDENT
ORIGINAL APPROVED AS TO FORM:
[Signature]
City Attorney

Western Surety Company

(Surety) (Seal)
By [Signature]
Title Renee Ramsey, Attorney-in-Fact
Agent Name and Address InterWest Insurance Services, Inc.
3686 American River Drive, Sacramento, CA 95864
Agent Phone# 1-916-488-3100
Surety Phone # 1-877-589-6952
California License # 0B01094

Effective 7-1-12

ACKNOWLEDGMENT

State of California
County of Sacramento)

On October 16, 2013 before me, M. McLaughlin - Notary Public
(insert name and title of the officer)

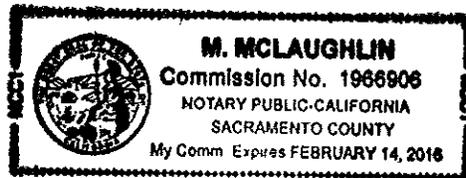
personally appeared Renee Ramsey-----,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *M. McLaughlin*

(Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Richard W Pratt, Joseph H Weber, B G Midstokke, Renee Ramsey, Katherine Gordon, Patricia M Simas, John J Weber, Individually

of Sacramento, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of July, 2013.



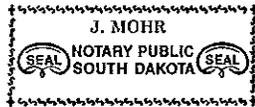
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 12th day of July, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of October, 2013.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for whom the insured has a written contract requiring waiver of subrogation.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement 1
Insured ANRAK CORPORATION

Effective Policy No. CPCA17467

Insurance Company
Companion Property & Casualty Insurance Company

Countersigned by Stephen A. Gunder



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/26/2013

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 InterWest Insurance Services (ANRAK-1) License #0B01094 3636 American River Dr, #200 Sacramento CA 95864	CONTACT NAME: Joanne Cadarette PHONE (A/C, No, Ext): 916-609-8362 E-MAIL ADDRESS: jcadarette@iwins.com	FAX (A/C, No): 916-979-7562
	INSURER(S) AFFORDING COVERAGE	
INSURED Anrak Corporation 5820 Mayhew Road Sacramento CA 95827	INSURER A: Financial Pacific Ins Company	NAIC # 31453
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1631571199** **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(SUBR) INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	60418077	10/1/2013	10/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		60418077	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$None		60418077	10/1/2013	10/1/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CITY OF SACRAMENTO, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS NAMED AS ADDITIONAL INSURED, PRIMARY WORDING ATTACHED. RE: ANRAK #1001, PROJ #106-Z326791, PO #00000014815, BASE REPAIR BY COLD PLANING.

CERTIFICATE HOLDER City of Sacramento, c/o EBIX BPO P.O. Box 257, Ref #106-Z326791 Portland MI 48875-0257	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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POLICY NUMBER: 60418077
Named Insured: Anrak Corporation

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

CITY OF SACRAMENTO, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS NAMED AS
ADDITIONAL INSURED, PRIMARY WORDING ATTACHED. RE: ANRAK #1001, PROJ
#106-Z326791, PO #00000014815, BASE REPAIR BY COLD PLANING.

(If no entry appears above, information required to complete this endorsement
will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the
person or organization shown in the Schedule, but only to the extent that the
person or organization is held liable for your work" for that person or organization
by or for you.

This endorsement applies to the following work:

Description of Job: See Above

Location of Job: See Above

AI only Effective from:

Effective Date: 10/1/2013

Expiration Date: 10/1/2014

When this endorsement applies, such insurance as is afforded by the general
liability policy is primary insurance and other insurance shall be excess to the
insurance afforded by this endorsement.

CG 201011 85 Modified (07-01)

Page 1 of 1

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