

Meeting Date: 4/5/2016

Report Type: Consent

Report ID: 2016-00349

Title: Cooperative Purchase Agreement: Citywide Roof Inspection, Assessment, Maintenance, and Repair Services

Location: Citywide

Recommendation: Pass a Motion 1) approving the use of The Cooperative Purchasing Network (TCPN) cooperative purchase agreement with Weatherproofing Technologies, Incorporated (WTI), a service subsidiary of Tremco, Incorporated (Contract No. R132205) for the purchase of roof inspection, assessment, maintenance, and repair services in an amount not to exceed \$177,767 for a one-year term; and 2) authorizing the City Manager or the City Manager's designee to execute the purchases specified above provided that sufficient funds are available in the budget adopted for the applicable fiscal year.

Contact: Norm Colby, Facilities and Real Property Management Superintendent, (916) 808-8335; Jon Blank, Facilities Manager, (916) 808-7914, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Facility Maintenance

Dept ID: 15004521

Attachments:

1-Description/Analysis

2-Cooperative Agreement

City Attorney Review

Approved as to Form

Gary Lindsey

3/29/2016 4:15:24 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 3/22/2016 2:22:11 PM

Description/Analysis

Issue Detail: The Department of Public Works, Facilities and Real Property Management Division, is responsible for the maintenance and repair of the roofs of City-owned buildings. Staff workloads are currently at peak levels, and purchasing the required roof services through the recommended cooperative purchase agreement will provide the ability to complete this work in a timely manner.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.60 regarding contracting for public projects.

Economic Impacts: The recommended cooperative purchase agreement is expected to create 0.7 jobs (0.4 direct jobs and 0.3 jobs through indirect and induced activities) and create \$109,760 in total economic output (\$69,182 of direct output and another \$40,577 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): No environmental review is necessary because the recommendations in this report involve the repair of an existing structure with no expansion beyond the previously existing level of use and is therefore considered to be an exempt project or activity in accordance with Section 15301 of the CEQA Guidelines.

Sustainability Considerations: Not applicable

Commission/Committee Action: None

Rationale for Recommendation: Staff workloads are currently at peak levels, and purchasing the required roof services through the recommended cooperative purchase agreement will provide the ability to complete this work in a timely manner. After reviewing the available purchase options, the Facilities and Real Property Management staff has determined that using the cooperative purchase agreement with TCPN and WTI represents the most advantageous purchasing strategy because the agreement was competitively bid and provides a comprehensive service package that is not provided by local vendors.

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement approach increases pricing competitiveness and lowers operating costs through volume buying. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, protest, and administration of the contract. It is often more cost-effective to eliminate the cost and time spent on these administrative processes and purchase items and services through a cooperative purchasing program.

The City has used both regional and national cooperative purchase agreements to complement its own contracting initiatives. Cooperative purchasing enables City departments to evaluate a broader range of contracting opportunities and to share resources with other jurisdictions. Cooperative purchasing also leverages internal and external resources to maximize cost savings opportunities for the City.

Financial Considerations: The recommended roof services in an amount not to exceed \$177,767 will be funded by the Department of Public Works operating budget (General Fund, Fund 1001). Sufficient funds are available in the FY2015/16 budget for purchases through June 30, 2016. Purchases after June 30, 2016 are subject to funding availability in the FY2016/17 adopted budget.

Local Business Enterprise (LBE): WTI is not an LBE. The minimum LBE participation requirement is waived for the City's use of cooperative purchase agreements that have been competitively bid, evaluated, and awarded by other governmental agencies that may or may not have similar LBE programs.



Requires Council Approval: No YES Meeting: 4-5-16

Real Estate Other Party Signature Needed Recording Requested

General Information

Form with fields: Type: Public Project, PO Type: Non-Comp-Non-Prof Service, Attachment: Original No., Original Doc Number, \$ Not to Exceed: \$ 177,767.00, Other Party: TREMCO INCORPORATED, Certified Copies of Document, Project Name: CITYWIDE ROOF ASSESSMENT PROJECT, Deed: None/Included/Separate, Project Number, Bid Transaction #: NA, LBE.

Department Information

Department: PUBLIC WORKS Division: FACILITIES
Project Mgr: NORM COLBY Supervisor:
Contract Services: Tim Hopper Date: 11-20-15 Division Mgr: Jon Blank
PM Phone Number: 808-8335 Org Number: 13001541

Comment:

Review and Signature Routing

Department Signature/Initial Date
Project Mgr: [Signature] 2-3-16
Contract Services: T. Hopper [Signature] 11-20-15
Supervisor: [Signature] 3-2-16
Division Manager:

City Attorney Signature or Initial Date
City Attorney: Sari D. [Signature] 2/1/16

Call Tim Hopper x8173 Notify for Pick Up

Authorization Signature Date
JERRY WAY
Department Director:
City Mgr: yes [X] 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)

0. 1

PROJECT NAME: TREMCO ROOF ASSESSMENT PROJECT
DEPARTMENT: PUBLIC WORKS
DIVISION: FACILITIES MAINTENANCE

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

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

Weatherproofing Technologies, Inc. (WTI), a service subsidiary of Tremco Incorporated
3735 Green Road, Beachwood, OH 44122
Phone: (216) 292-5000/Email: contracts@tremcoinc.com

("CONTRACTOR"), who agree as follows:

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 | Contractor's Bid Proposal Form |
| Instructions to Bidders | Workers' Compensation Certificate |
| Local Business Enterprise (LBE) Requirements | Certificate(s) of Insurance |
| Drug-Free Workplace Policy and Affidavit | Technical Specifications |
| Declaration of Compliance (Equal Benefits Ordinance) | |
| Declaration of Compliance (Living Wage Ordinance) | |

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the

manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
6. **Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements. In addition, for services that constitute "public works" under California Labor Code section 1720 et seq., payment of the prevailing rate of wages is required as indicated in Exhibit D, Section 4 of this Agreement. If both prevailing wage and living wage requirements apply, CONTRACTOR shall pay the higher of the two rates.
7. **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 F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
8. **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.
9. **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

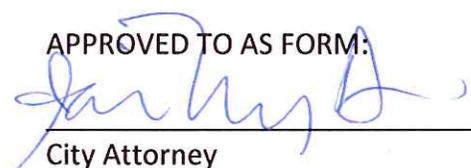
By: _____

Print name: _____ JERRY WAY, DIRECTOR
Title: _____ DEPARTMENT OF PUBLIC WORKS
For: John F. Shirey, City Manager

ATTEST:

City Clerk

APPROVED TO AS FORM:



City Attorney

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Living Wage Requirements
- Exhibit F - Non-Discrimination in Employee Benefits

CONTRACTOR:

Weatherproofing Technologies, Inc.

NAME OF FIRM

34-0930570

Federal I.D. No.

F063811

State I.D. No.

1023155

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

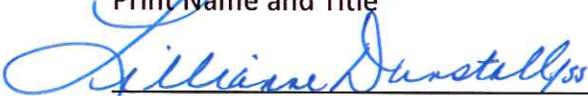
- Individual/Sole Proprietor
- Partnership
- Corporation (may require 2 signatures)
- Limited Liability Company
- Other (please specify: _____)



Signature of Authorized Person

Michael Drumm, VP, CFO, Treasurer

Print Name and Title



Additional Signature (if required)

Lillianne Dunstall, VP of NA Bus. Oper.

Print Name and Title

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor:

Weatherproofing Technologies, Inc. (WTI), a service subsidiary of Tremco Incorporated

Address:

3735 Green Road, Beachwood, OH 44122

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

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.
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 Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
3. If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contract, and pursue all available legal and equitable remedies.
6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.
7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.
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 the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

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.

Lillianne Dunstall
Signature of Authorized Representative

Date: 1/21/16

Print name: Lillianne Dunstall

Title: VP of RFA Business Operations

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor:

Weatherproofing Technologies, Inc. (WTI), a service division of Tremco Roofing and Building Maintenance

Address:

3735 Green Road, Beachwood, OH 44122

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

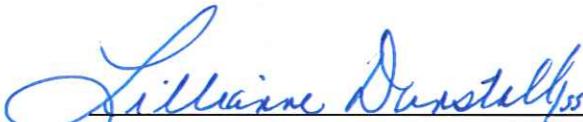
Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- 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

Date: 1/21/16

Print name: Lillianne Dunstall

Title: VP of NA Business Operations

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Norm Colby, Facilities and Real Property Superintendent
5730 24th Street, Building 4, Sacramento, CA 95822
Phone: (916) 808-8335 /E-mail: ncolby@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Mr. Bill Burke, Senior Field Advisor
Weatherproofing Technologies, Inc. (WTI), a service division of Tremco Roofing and Building Maintenance
3735 Green Road, Beachwood, OH 44122
Phone: (916) 990-5859/Email: wburke@tremcoinc.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Scope of Services.

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. Time of Performance. The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

4. Prevailing Wage Requirement. *[To be completed by the City Representative:]*

The services provided under this Agreement constitute "public works" under California Labor Code section 1720 *et seq.* and are either ***[check one if applicable]:***

_____ Construction work in an amount exceeding \$25,000; or

X _____ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

If either line is checked above, this Agreement is subject to the provisions of Sacramento City Code section 3.60.180 which requires, among other things, that CONTRACTOR pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. If payment of the prevailing rate of wages is required, CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subagreement. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

CONTRACTOR shall provide the following services pursuant to the terms of this Agreement:

1. Roof Inspections

For each and every City of Sacramento facility roof listed on Attachment 2 to Exhibit A, attached hereto and incorporated herein, CONTRACTOR shall once annually:

- a. Perform a visual inspection of the roof membrane and roof surface conditions.
- b. Perform a visual inspection of the flashing systems, including but not limited to the metal edge system, base flashings on equipment and adjoining walls, counterflashing and termination details, soil stacks and vents, and visual inspection of roofing details for rooftop projections and equipment such as pitch pans, HVAC equipment, skylights, and access hatches.
- c. Prepare a report of the inspection explaining roof construction, project management, prioritization of needs, and roofing budgets. The report shall also contain cad drawings and housekeeping photos. The report shall be sent to the City in PDF format.

2. Preventive Maintenance

For each and every City of Sacramento facility roof listed on Attachment 2 to Exhibit A, attached hereto and incorporated herein, CONTRACTOR shall once annually:

- a. Patch minor flashing defects and kick holes, reinforce open flashing laps, seal open metal edge laps and open flanges, seal open coping joints, seal expansion joint laps, re-secure and/or seal intermittent fasteners that have backed out, top off pitch pans, caulk storm collars, and reseal intermittent voids in termination bar and counter flashing.
- b. Repair intermittent splits, tears, open laps, or breaks in the roof membrane.
- c. Patch any fractured blisters in the roof membrane or those in danger of fracture due to traffic.
- d. Tighten drain bolts and clamping rings.

- e. Repair strip-in around drains and scuppers, re-secure gutters and seal open gutter joints.
- f. Advise CITY of any missing drain strainers.
- g. Advise CITY of any extensive repairs required.

3. Rooftop Housekeeping

For each and every City of Sacramento facility roof listed on Attachment 2 to Exhibit A, attached hereto and incorporated herein, CONTRACTOR shall once annually:

- a. Perform Rooftop Housekeeping .
- b. For purposes of this Agreement “Rooftop Housekeeping” shall mean and include removal of debris, i.e., leaves paper and similar items from the roof membrane and drainage areas.
- c. Any disposal of debris performed in association with Rooftop Housekeeping will be at CITY’S approved on-site location.

4. On-Call Maintenance

- a. On-call maintenance work shall be assigned to CONTRACTOR by CITY on an individual job or task basis, by CITY’S issuance of a job/task order that specifies the scope of work for that job or task. All such job/task orders will constitute part of this Agreement, and CONTRACTOR shall perform, comply with, and be subject to all provisions of this Agreement with regard to any work performed pursuant to any such job/task order. The job/task orders may involve varying levels of effort during the term of the Agreement. The need for on-call maintenance may not be continuous during the term of the Agreement. It is understood and agreed by CONTRACTOR that no on-call maintenance services at all may be required by CITY under this Agreement. CITY will contact CONTRACTOR regarding a specific on-call maintenance job/task. CONTRACTOR shall not commence on-call maintenance work prior to receiving a notice to proceed from CITY for such on-call maintenance work.

Attachment 1 to Exhibit A

- b. Disposal of debris will be at CITY'S approve on-site location.

5. Time of Performance

The initial term of this Agreement is one (1) year from the Effective Date of the Agreement.

City of Sacramento

Facility Roofs

FY 2016

| Property Name | Address | Roof Levels | Approx. Roof SF |
|---|------------------------|-------------|-----------------|
| 28th St. Corp Yard Bldg. 3A SW Locker & Conf. | 28th & A Street | 1 | 1,778 |
| 28th St. Corp Yard Bldg. 3B Fleet Maint Shop | 28th & A Street | 4 | 18,544 |
| 300 Richards Blvd | 300 Richards Blvd | 3 | 51,914 |
| 35th Ave Old Admin Plant Services | 1391 35th Ave. | 4 | 16,457 |
| 35th Ave Utilities Control Building | 1391 35th Ave. | 2 | 1,850 |
| 35th Ave Utilities Elect Panel Bldg. | 1391 35th Ave. | 2 | 453 |
| 35th Ave Utilities Elect Shop | 1391 35th Ave. | 2 | 5,018 |
| 35th Ave Utilities Engineering Bldg. | 1391 35th Ave. | 11 | 32,580 |
| 35th Ave Utilities Fabrication Shop | 1391 35th Ave. | 1 | 5,048 |
| 35th Ave Utilities Filter Bldg. | 1391 35th Ave. | 3 | 4,200 |
| 35th Ave Utilities Lunch Room | 1391 35th Ave. | 1 | 675 |
| 35th Ave Utilities Machine Shop | 1391 35th Ave. | 3 | 11,013 |
| 35th Ave Utilities Pump House | 1391 35th Ave. | 2 | 4,479 |
| 35th Ave Utilities Quality Lab | 1391 35th Ave. | 2 | 1,847 |
| 35th Ave Utilities Scum Bldg. | 1391 35th Ave. | 1 | 515 |
| 35th Ave Utilities storage Building | 1391 35th Ave. | 1 | 1,963 |
| 4th R Building, Anderson | 2850 49th Street | 1 | 1,000 |
| 4th R Building, Bancroft School | 2929 Belmar | 1 | 1,000 |
| 4th R Building, Bear Flag School | 6620 Gloria Drive | 1 | 1,000 |
| 4th R Building, Birney School | 6251 13th Street | 1 | 1,000 |
| 4th R Building, Bonnheim School | 7300 Marin Ave. | 1 | 1,000 |
| 4th R Building, Bret Harte School | 2751 9th Avenue | 1 | 1,000 |
| 4th R Building, Cabrillo #1 School | 1141 Seamas Avenue | 1 | 2,000 |
| 4th R Building, Cabrillo #2 School | 1141 Seamas Avenue | 1 | 1,000 |
| 4th R Building, Caleb Greenwood School #1 | 5457 Carlson Drive | 1 | 1,000 |
| 4th R Building, Caleb Greenwood School #2 | 5457 Carlson Drive | 1 | 1,000 |
| 4th R Building, Didion School #1 | 6490 Harmin Drive | 1 | 1,000 |
| 4th R Building, Freeport #1 School | 2118 Meadowview Road | 1 | 2,000 |
| 4th R Building, Freeport #2 School | 2118 Meadowview Road | 1 | 1,000 |
| 4th R Building, Fruitridge | 4625 44th Street | 1 | 1,000 |
| 4th R Building, Golden Empire | 9045 Canberra | 1 | 2,000 |
| 4th R Building, Hollywood Park School | 4915 Harte Way | 1 | 1,000 |
| 4th R Building, Naomas Park | 4700 Crest Drive | 1 | 1,000 |
| 4th R Building, Pony Express School | 1250 56th Avenue | 1 | 1,000 |
| 4th R Building, Sequoia School | 3333 Rosemont Drive | 1 | 1,000 |
| 4th R Building, Sutterville #1 School | 4967 Monterey Way | 1 | 2,000 |
| 4th R Building, Sutterville #2 School | 4967 Monterey Way | 1 | 1,000 |
| 4th R Building, Thomas Jefferson | 2635 Chestnut Hill Dr. | 1 | 1,000 |

| Property Name | Address | Roof Levels | Approx. Roof SF |
|--|-------------------------|-------------|-----------------|
| 911 Communications Building | 7397 San Joaquin Street | 2 | 34,113 |
| Animal Shelter Administration Bldg. #12 | 2127 Front Street | 1 | 5,000 |
| Animal Shelter Cat & Puppy Bldg. #09 | 2127 Front Street | 1 | 1,100 |
| Animal Shelter Cattery | 2127 Front Street | 1 | 2,934 |
| Animal Shelter Dog Isolation Bldg. #06 | 2127 Front Street | 1 | 1,225 |
| Animal Shelter Dog Quarantine Bldg. #05 | 2127 Front Street | 1 | 1,611 |
| Animal Shelter Euthanasia Bldg. | 2127 Front Street | 1 | 2,755 |
| Animal Shelter Female Dog Bldg. #03 | 2127 Front Street | 1 | 1,741 |
| Animal Shelter Male Dog Bldg. #01 | 2127 Front Street | 1 | 1,741 |
| Animal Shelter Night Drop Bldg. #11 | 2127 Front Street | 1 | 900 |
| Animal Shelter Sick Dog Area Bldg. #07 | 2127 Front Street | 1 | 1,026 |
| Animal Shelter Surgery Center | 2127 Front Street | 1 | 1,500 |
| Baer Comm. Center/Elmo Allen Slider Clubhouse | 7815 35th Ave. | 1 | 1,400 |
| Belle Cooledge Library | 5600 South Land Park D | 2 | 15,350 |
| Bing Maloney Golf Course Electric Charging | 6801 Freeport Blvd. | 1 | 4,800 |
| Bing Maloney Golf Course Restroom by 3rd Tee | 6801 Freeport Blvd. | 1 | 440 |
| Bing Maloney Golf Driving Range Bldg. | 6801 Freeport Blvd. | 1 | 400 |
| Bing Maloney Golf Maint Shed (Old) | 6801 Freeport Blvd. | 1 | 1,800 |
| Bing Maloney Golf Maint. Shop (New) | 6801 Freeport Blvd. | 1 | 2,356 |
| Bing Maloney Golf Pro Shop/Restaurant | 6801 Freeport Blvd. | 5 | 11,000 |
| Bing Maloney Golf Restroom Behind Maint. | 6801 Freeport Blvd. | 1 | 400 |
| Cal Auto Museum | 2200 Front Street | 3 | 69,321 |
| Cavanaugh Golf Course Chem. / Fertilizer Bldg. | 8325 River Road | 1 | 344 |
| Cavanaugh Golf Course Club House | 8325 River Road | 1 | 9,526 |
| Cavanaugh Golf Course Gazebo | 8325 River Road | 1 | 325 |
| Cavanaugh Golf Course Hack House | 8325 River Road | 1 | 3,020 |
| Cavanaugh Golf Course Maintenance | 8325 River Road | 1 | 6,086 |
| Cavanaugh Golf Course Snack Bar/Restroom | 8325 River Road | 1 | 447 |
| Central Library | 828 I Street | 8 | 26,340 |
| City Cemetery Chapel | 1001 Broadway | 1 | 432 |
| City Cemetery Office | 1001 Broadway | 1 | 2,012 |
| City Cemetery Restroom | 1001 Broadway | 1 | 84 |
| City Hall (Historic) | 915 I Street | 1 | 10,500 |
| City Hall (New) | 915 I Street | 3 | 44,400 |
| Clunie Community Center | 607 Alhambra Blvd. | 4 | 14,023 |
| Clunie Pool Bldg. | 607 Alhambra Blvd. | 1 | 5,650 |
| Cole Building (PSAB) | 5760 Freeport Blvd | 1 | 7,960 |
| Coloma Community Center | 4623 T Street | 7 | 35,000 |
| Colonial Heights Library | 4799 Stockton Blvd. | 2 | 13,421 |
| Colonial Park Restroom | 54th 19th Ave. | 1 | 500 |
| Cooledge Community Center | 5699 South Land Park D | 4 | 8,720 |
| Crocker Art Museum historic wing | 216 O Street | 3 | 2,082 |
| Crocker Art Museum HVAC Plant | 216 O Street | 1 | 3,479 |
| Crocker Art Museum New | 216 O Street | 12 | 45,642 |

| Property Name | Address | Roof Levels | Approx. Roof SF |
|--|-------------------------|-----------------------|-----------------|
| Del Paso Library | 920 Grand Ave. | 2 | 7,400 |
| Dr. ML King, Jr. Library | 7340 24th Street | 1 | 8,287 |
| Evelyn Moore Community Center | 1402 Dickson Street | 1 | 6,000 |
| Fairbairn Water Treat High Service Pump Bldg. | 7501 College Town Driv | 1 | 7,100 |
| Fairytale Town Castle | 3901 Land Park Drive | 2 | 1,131 |
| Fairytale Town Restroom Ginger Bread House | 3901 Land Park Drive | 1 | 195 |
| Fairytale Town Restroom Half in Park | 3901 Land Park Drive | 1 | 268 |
| Fairytale Town Theater | 3901 Land Park Drive | 1 | 1,350 |
| Fire Station # 01 | 624 Q Street | 1 | 6,500 |
| Fire Station # 02 | 1229 I Street | 1 | 9,300 |
| Fire Station # 04 | 3145 Granada | 1 | 5,990 |
| Fire Station # 06 | 3301 Martin Luther King | 4 | 6,610 |
| Fire Station # 07 | 6500 Wyndham Way | 1 | 6,800 |
| Fire Station # 08 | 5990 H Street | 3 | 7,803 |
| Fire Station # 09 | 5801 Florin Perkins Rd. | 2 | 6,300 |
| Fire Station # 10 | 5642 66th Street | 2 | 6,700 |
| Fire Station # 11 | 785 Florin Road | 1 | 8,500 |
| Fire Station # 12 | 4500 24th Street | 1 | 6,200 |
| Fire Station # 13 | 1341 43 Rd Ave. | 2 | 5,135 |
| Fire Station # 14 | 1341 N. C Street | 1 | 1,400 |
| Fire Station # 15 | 1591 Newborough Dr. | 3 | 3,700 |
| Fire Station # 16 | 7363 24th Street | 2 | 6,950 |
| Fire Station # 17 | 1311 Bell Ave. | 2 | 7,200 |
| Fire Station # 18 | 746 N. Market Blvd. | 1 | 3,000 |
| Fire Station # 19 | 1700 Challenge Way | 4 | 6,123 |
| Fire Station # 70 | 1910 Arica Way | 2 | 3,300 |
| Firehouse Community Center | 810 Grand Ave. | 2 | 5,000 |
| Freeport Square Offices (PSAB) | 5700 Freeport Blvd | 18 | 74,500 |
| Fullertown Swim Facility Building | 2264 Glen Ellen Circle | 6 | 6,900 |
| Garden & Arts Community Center | 3316 McKinley Blvd. | 1 | 9,700 |
| Glen Hall Park Pool Building / Restroom | Carlson & Sandburg Driv | 1 | 4,826 |
| Haggin Oaks Site - Includes Structures Listed Below | | 14 | 30,000 |
| ----- Concession stand | 3645 Fulton Ave. | See "Haggin Oaks Site | |
| ----- Maintenance Shed-New | 3645 Fulton Ave. | See "Haggin Oaks Site | |
| ----- Maintenance Shed-Old | 3645 Fulton Ave. | See "Haggin Oaks Site | |
| ----- Parking Lot | 3645 Fulton Avenue | See "Haggin Oaks Site | |
| ----- Pro Shop/Restaurant | 3645 Fulton Avenue | See "Haggin Oaks Site | |
| ----- Restrooms by 10th Tee | 3645 Fulton Ave. | See "Haggin Oaks Site | |
| ----- Restrooms Hole #5 | 3645 Fulton Ave. | See "Haggin Oaks Site | |
| ----- Arcade Creek Restrooms #9 | 3645 Fulton Ave. | See "Haggin Oaks Site | |
| ----- Arcade Creek Restrooms on Course | 3645 Fulton Ave. | See "Haggin Oaks Site | |
| ----- Cart Barn | 3645 Fulton Ave. | See "Haggin Oaks Site | |
| Horsemen's Association Clubhouse | 3200 Longview Drive | 3 | 2,000 |
| Joe Mims Jr. / Hagginwood Community Center | 3271 Marysville Blvd. | 8 | 17,800 |

| Property Name | Address | Roof Levels | Approx. Roof SF |
|---|------------------------|----------------------|-----------------|
| Land Park Site - Includes Structures Listed Below | | 15 | 25,000 |
| ----- Corp Yard Maintenance Bldg. | 18th St. & 14th St. | See "Land Park Site" | |
| ----- Corporation Yard Site | 18th St. & 14th St. | See "Land Park Site" | |
| ----- Golf Pro Shop & Restaurant | 1501 Sutterville Rd. | See "Land Park Site" | |
| ----- Golf Shed | 1501 Sutterville Rd. | See "Land Park Site" | |
| ----- Pony Barn | 1501 Sutterville Rd. | See "Land Park Site" | |
| ----- Restroom 4th Tee Duck Pond | 1501 Sutterville Rd. | See "Land Park Site" | |
| ----- Restroom Funderland | 1501 Sutterville Rd. | See "Land Park Site" | |
| ----- Restroom Half in Fairytale Town | 1501 Sutterville Rd. | See "Land Park Site" | |
| ----- Restroom Riverside (Panhandle) | 1501 Sutterville Rd. | See "Land Park Site" | |
| ----- Tiny Tot Daycare Restroom | 1501 Sutterville Rd. | See "Land Park Site" | |
| Lot H Capitol Garage | 1126 11th Street | 2 | 630 |
| Lot I City Hall Garage | 1000 I St | 3 | 1,955 |
| Lot R Tower Bridge Garage | 135 Neasham Circle | 1 | 250 |
| McClatchy Library | 2112 22nd St. | 1 | 2,500 |
| McClatchy Park Pool Bldg. | 5th Ave. & 35th Street | 3 | 4,757 |
| McClatchy Park Restroom | 5th Ave. & 35th Street | 2 | 1,015 |
| McKinley Library | 601 Alhambra Blvd. | 4 | 4,711 |
| McKinley Park Restroom | 3200 H Street | 1 | 300 |
| McKinley Park Storage Bldg. | 3200 H Street | 1 | 300 |
| McKinley Park Tennis Court Bldg. | 3200 H Street | 1 | 300 |
| Meadowview Svc. Center Guard Shack - Bldg. E | 2812 Meadowview Road | 2 | 676 |
| Meadowview Svc. Center Warehouse Bldg. W | 2812 Meadowview Road | 4 | 48,250 |
| Miller Park Boat Harbor Office | 2701 Harbor View Drive | 1 | 1,342 |
| North Area Corp Yard Dock Bldg. | 918 Del Paso Road | 1 | 85,850 |
| North Area Corp Yard Maintenance Bldg. | 918 Del Paso Road | 1 | 2,000 |
| North Area Corp Yard Office Bldg. | 918 Del Paso Road | 1 | 4,300 |
| North Sacramento /Hagginwood Library | 2109 Del Paso Blvd. | 1 | 3,700 |
| Oak Park Child Care Center | 3930 8th Ave. | 6 | 5,555 |
| Oak Park Community Center | 3425 MLK Blvd. | 7 | 17,158 |
| Oak Park Community Center II | 3425 MLK Blvd. | 8 | 12,255 |
| Oak Park Gym and Multi Purpose Room | 3416 MLK Blvd. | 5 | 10,189 |
| OES Building | Meadowview Road | 1 | 21,728 |
| Old Sac History Museum | 101 I Street | 2 | 8,737 |
| Old Sac Museum Warehouse | 221-A Lathrop | 1 | 7,500 |
| Old Sac Rio City Cafe | 1110 Front St | 1 | 6,000 |
| Old Sac Riverfront School House | Embarcadero to I-5 | 1 | 1,600 |
| Old Sac Riverfront Ticket Booth | Embarcadero to I-5 | 1 | 100 |
| Old Sac Riverfront Wharf & Warehouse | Embarcadero to I-5 | 1 | 3,920 |
| Old Sac Steamer Building | 101 K Street | 1 | 3,000 |
| Old Sac Visitor Center | 1101 2nd Street | 1 | 4,100 |
| Panell / Meadowview Community Center | 2450 Meadowview Road | 1 | 36,000 |
| Plaza Park Coffee Shop & Restrooms | 10th & I Street | 2 | 2,056 |
| Robertson Community Center | 3525 Norwood Ave. | 11 | 17,000 |

| Property Name | Address | Roof Levels | Approx. Roof SF |
|---|------------------------|----------------|-----------------|
| Sac River WTP - Admin. Bldg. | 101 Bercut Drive | 3 | 7,258 |
| Sac River WTP - Chlorine Bldg. | 101 Bercut Drive | 1 | 8,913 |
| Sac River WTP - Filter Bldg. | 101 Bercut Drive | 2 | 9,795 |
| Sac River WTP - Head House | 101 Bercut Drive | 1 | 9,864 |
| Sac River WTP - Lime Bldg. | 101 Bercut Drive | 1 | 654 |
| Sac River WTP - Machine Shop | 101 Bercut Drive | 3 | 6,000 |
| Sac River WTP - Metal Machine Shop | 101 Bercut Drive | 1 | 3,000 |
| Sac River WTP - Oil storage | 101 Bercut Drive | 2 | 708 |
| Sac River WTP - Pump Station | 101 Bercut Drive | 1 | 3,000 |
| Sac River WTP - storage Bldg. | 101 Bercut Drive | 1 | 1,500 |
| Sacramento Theater Co. | 1419 H St. | 7 | 18,000 |
| Sacto Science Center & Jr. Museum | 3615 Auburn Blvd. | 9 | 11,788 |
| Sierra II Center Curtis Hall | 2791 24th Street | 1 | 3,627 |
| Sierra II Center CYFCC | 2791 24th Street | 1 | 1,812 |
| Sierra II Center Dance Hall | 2791 24th Street | 1 | 5,438 |
| Sierra II Center Day Care | 2791 24th Street | 1 | 4,942 |
| Sierra II Center Main Building | 2791 24th Street | 2 | 22,149 |
| Sierra II Center Sierra House | 2791 24th Street | 1 | 571 |
| Sierra II Center Theater | 2791 24th Street | 1 | 4,900 |
| Sim Park Community Center | 6207 Logan Street | 7 | 16,600 |
| Sim Park Event Center | 6207 Logan Street | 4 | 17,400 |
| Sim Park Pool Bldg. | 6207 Logan St. | 2 | 5,300 |
| South Natomas Community Center | 2921 Truxel Road | 3 | 18,700 |
| South Natomas Library | 2901 Truxel Road | 2 | 14,500 |
| Southside Park Clubhouse | 2113 6th Street | 3 | 2,652 |
| Southside Park Restroom 6th street | 6th & T Street | 1 | 576 |
| Southside Park Restroom 8th street | 6th & T Street | 1 | 500 |
| Southside Pool Bldg. | 2113 6th Street | 1 | 4,600 |
| Stanford Park Restrooms | 205 27th Street | 1 | 500 |
| stockton Blvd Resource Center | 5200 Stockton Blvd. | 1 | 3,174 |
| Tahoe Park Chlorine Bldg. | 3501 59th St. | 1 | 300 |
| Tahoe Park Pool Bldg. | 3535 59th Street | 1 | 4,464 |
| Tahoe Park Restrooms | 3501 59th St. | 1 | 1,650 |
| Tahoe Tallac Park Concession & Restroom | 7400 San Joaquin St. | 2 | 1,490 |
| Valley Hi Library | 7400 Imagination Parkw | 9 | 21,500 |
| William J. Kinney Police Facility | 3550 Marysville Blvd. | 5 | 18,481 |
| William J. Kinney Police Facility Garage | 3550 Marysville Blvd. | 3 | 7,500 |
| Winn Park Communications Building | 1616 28th Street | 1 | 1,600 |
| Woodlake Park Community Center Annex | 492 Arden Way | 2 | 2,080 |
| Zoo Site - Includes Structures Listed Below | | 65 | 70,500 |
| ----- Administration Annex | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Administration Building | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Antelope & Deer | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Ape Barn | 3930 West Land Park Dr | See "Zoo Site" | |

| Property Name | Address | Roof Levels | Approx. Roof SF |
|---|------------------------|----------------|------------------|
| ----- Bear & Lion Grotto | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Cheetah | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Chimps & Orangutan | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Concession Building Kampala Center & Cafe | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Concession Building Lake Victoria | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Concession Stand In Back | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Eagle House | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Elephant | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Existing Bird House | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Exit & Toll House | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Feed & storage | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Feline Building | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Field Animal Cage | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Front Learning Center | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Gas Services-Gorilla & Monkey Cages | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Gibbon Cage | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Gift Shop | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Giraffe | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Hay Barn | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Hippo | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Hoof Animals | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Inside Concession stand | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Interpretive Center - Amphitheater | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Interpretive Center - Building | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Lake Victoria | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Large Feline | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Large Feline | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Lemer Barn | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Leopard | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Llama | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Monkey Cages | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Monkey Moat Building | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- New Bird House | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Rare Feline Breeding Center | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Rare Feline Breeding Exhibit | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Reptile House | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Restroom Lower | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Restroom Upper | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Storage Shed | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Ticket Booth | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Tropical Birdcage | 3930 West Land Park Dr | See "Zoo Site" | |
| ----- Zebra Barns | 3930 West Land Park Dr | See "Zoo Site" | |
| Approximate Totals: 253 Buildings / Structures | | 500 | 1,559,928 |

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of ONE HUNDRED SEVENTY SEVEN THOUSAND SEVEN HUNDRED SIXTY SEVEN DOLLARS AND NO CENTS (\$177,767.00).
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services pursuant to this Agreement on a per square foot basis, taking into account CONTRACTOR'S state multiplier/factor for California and project specific efficiencies, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein, in a total amount not to exceed \$177,767.00.
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.
4. **Payments to CONTRACTOR.**
 - A. 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.
 - B. 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.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction.

If either line is checked above, this Agreement is subject to the provisions of Sacramento City Code section 3.60.180 which requires, among other things, that CONTRACTOR pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. If payment of the prevailing rate of wages is required, CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subagreement. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

ATTACHMENT 1 TO EXHIBIT B

| WEATHERPROOFING TECHNOLOGIES, INC. TCPN CONTRACT # R132205 - CA - 7519 | |  | | | |
|---|---|--|-----------|--------------------------------------|----------------|
| Effective Date: 3-1-16 | | | | | |
| This price is valid for 60 days. After that time, project conditions are subject to reassessment. | | | | | |
| CONFIDENTIAL | | | | | |
| Name | CITY OF SACRAMENTO | | | | |
| Description | CITY WIDE 1 YEAR 1 VISIT MAINTENANCE AGREEMENT | | | | |
| Quote # | 5027349 | | | | |
| Date | 3-1-16 | | | | |
| Line Item # | Description | Unit of Measure | New Price | Quantity | Project Amount |
| 47 | Annual or semi-annual roof housekeeping-per location | | | | |
| 47b | Cost per Sq.ft. per year per location if greater than 20,000 sq.ft. | SF | \$ 0.11 | 1,559,928 | \$ 171,592.08 |
| | | | | SUBTOTAL | \$ 171,592.08 |
| State multiplier/Factor for California | | | | 1.25 | \$ 214,490.10 |
| | | | | PROJECT SPECIFIC EFFICIENCIES | \$ (36,723.10) |
| | | | | TOTAL PROJECT COST | \$ 177,767.00 |

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall *[check one]*

Not furnish any facilities or equipment for this Agreement; or

furnish the following facilities or equipment for the Agreement *[list, if applicable]*:

CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

Norm Colby, Facilities and Real Property Superintendent
5730 24th Street, Building 4, Sacramento, CA 95822
Phone: (916) 808-8335 /E-mail: ncolby@cityofsacramento.org

5. **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.
6. **Accounting Records of CONTRACTOR.** . CONTRACTOR is a wholly owned subsidiary of RPM International Inc. ("RPM"), a publicly traded company. Financial information regarding RPM, including its most recent public filings, can be found at www.rpminc.com.
7. **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 7.

**EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT**

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR'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 CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR, 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 CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR 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 CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR 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 CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. 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 CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR'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 CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR 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 CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR 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.** CONTRACTOR 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 CONTRACTOR'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. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR 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 CONTRACTOR's performance of Services under this Agreement. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR agrees to protect all City Information and

treat it as strictly confidential, and further agrees that CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR 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, photostating, 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. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, 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 CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR 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 CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR'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 CONTRACTOR 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, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by

CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services render by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, 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, 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 this Agreement by CONTRACTOR, 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 any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: 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 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

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 the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided

for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

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 or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 (or the equivalent) on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, 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 (or the equivalent) 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 accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

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 CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.
- (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, including excess insurance, 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:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY 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. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. 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) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento

c/o Ebix RCS

Reference #: (This number will be provided by EBIX after Agreement approval.)

PO Box 257

Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:
CertsOnly-Portland@ebix.com

- (3) The CITY may withdraw its offer of contract or cancel this Agreement 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 or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

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

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR 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".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, 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. CONTRACTOR shall not participate

either directly or indirectly in discrimination prohibited by the Regulations.

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

- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to only those of 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 specifically related to this Agreement. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

- F. Incorporation of Provisions: CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. **Severability.** If any portion of this Agreement or the application thereof to any person or

circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - 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 or Agreement and shipped from outside California, the Contractor 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, Contractor 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. Contractor 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 or Agreement.

EXHIBIT E
LIVING WAGE REQUIREMENTS
(Nonprofessional Service Agreement)

The Living Wage Ordinance

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.^a

Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.^b

The minimum compensation required is as follows:

^a The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or
- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

^b A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
 - (a) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
 - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

- (2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:
 - (a) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
 - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at www.cityofsacramento.org.

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

Violations and Monitoring

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

Additional Information

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at www.cityofsacramento.org.
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

EXHIBIT F

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 \$100,000.00. 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, 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.”

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
- 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
Procurement Services Division
915 I Street, Second 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

Attachment B



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

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 . . .

- 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 Division
915 I Street, Second 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 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 . . .

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/05/2015

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 MARSH USA INC. 200 PUBLIC SQUARE, SUITE 1000 CLEVELAND, OH 44114-1824 | CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ | |
| | INSURER(S) AFFORDING COVERAGE | |
| 34492 -CAS-CAP-15-16 WEATH | INSURER A: First Continental Services Co. | |
| INSURED WEATHERPROOFING TECHNOLOGIES, INC. TREMCO INCORPORATED AND ITS SUBSIDIARIES 3735 GREEN RD. BEACHWOOD, OH 44122 | INSURER B: Zurich American Insurance Company 16535 | |
| | INSURER C: Starr Surplus Lines Insurance Company 13604 | |
| | INSURER D: American Zurich Insurance Company 40142 | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** CLE-005007067-01 **REVISION NUMBER:** 1

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | 1-GLRPM-01/2015 | 04/01/2015 | 04/01/2016 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | <input checked="" type="checkbox"/> 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 | | | BAP9258789-08 | 04/01/2015 | 04/01/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$25,000 | | | 1000040057151 | 04/01/2015 | 04/01/2016 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| D | 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 | WC9258790-08 (WI & MA) WC9258788-08 (AOS) EWS5965995-07 (EXCESS OH) EXCESS OHIO SIR: \$500,000 | 04/01/2015 | 04/01/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF SACRAMENTO, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS' COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AND WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT.

| | |
|--|--|
| CERTIFICATE HOLDER CITY OF SACRAMENTO C/O EBIX BPO 212 KENT STREET PORTLAND, MI 48875 | 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 of Marsh USA Inc. Kevin J. Robinson- <i>Kevin J. Robinson</i> |
|--|--|

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AGENCY CUSTOMER ID: 34492

LOC #: Cleveland



ADDITIONAL REMARKS SCHEDULE

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| | | | |
|--------------------------|-----------|--|--|
| AGENCY MARSH USA INC. | | NAMED INSURED WEATHERPROOFING TECHNOLOGIES, INC. TREMCO INCORPORATED AND ITS SUBSIDIARIES 3735 GREEN RD. BEACHWOOD, OH 44122 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

THE FIRST CONTINENTAL SERVICE CO. PLACEMENT IS A DIRECT PLACEMENT. MARSH MANAGEMENT SERVICES (VERMONT) MANAGES THE CAPTIVE INSURER INDICATED HERE. MARSH USA INC. HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THIS PLACEMENT, WHICH IS INDICATED HERE FOR YOUR CONVENIENCE.

Policy #: 1-GLRPM-01/2015

Effective: April 1, 2015

ISO CG 20 10 11 85

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

**ADDITIONAL INSURED – OWNERS, LESSEES
OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided as follows:

SCHEDULE

Name of Person or Organization: Any person(s) or organization(s) as required by written contract or agreement and as evidenced on a certificate of insurance issued to such person(s) or organization(s) on file with First Continental Services Co.

(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 any person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| |
|--|
| <p>Named Insured: RPM International Inc.</p> <p>Endorsement Effective Date: 04-01-15</p> |
|--|

SCHEDULE

| |
|--|
| <p>Name Of Person(s) Or Organization(s): AS REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW</p> |
|--|

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies Insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| |
|---|
| Named Insured: Endorsement Effective Date: |
|---|

SCHEDULE

| |
|---|
| Name(s) Of Person(s) Or Organization(s): ONLY THOSE PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY UNDER THE TERMS OF A WRITTEN CONTRACT |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ENDORSEMENT 8

NAMED INSURED: RPM International Inc. and any affiliated subsidiary, controlled or associated company, corporation or other legal entity thereof, now existing or as may exist hereafter.

POLICY NUMBER: 1-GLRPM-01/2015

EFFECTIVE DATE: April 1, 2015

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

ADDITIONAL INSURED – PRIMARY INSURANCE

This endorsement modifies insurance provided as follows:

Commercial General Liability Coverage Form

Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT 2

NAMED INSURED: RPM International Inc.
POLICY NUMBER: 1-GLRPM-01/2015
EFFECTIVE DATE: April 1, 2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

WE WAIVE ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST THE PERSON OR ORGANIZATION DESIGNATED IN THE SCHEDULE AS SUBJECT TO THIS ENDORSEMENT BECAUSE OF PAYMENTS WE MAKE FOR INJURY OR DAMAGE ARISING OUT OF WORK YOU PERFORM UNDER A CONTRACT WITH THE DESIGNATED PERSON OR ORGANIZATION. THE WAIVER APPLIES ONLY TO THE DESIGNATED PERSON OR ORGANIZATION AND THE WORK YOU PERFORM MUST BE UNDER CONTRACT, AND FOR THE PROJECT AND LOCATION, DESIGNATED IN THE SCHEDULE.

SCHEDULE

DESIGNATED PERSON OR ORGANIZATION: Any person(s) or organization(s) as required by written contract or agreement and as evidenced on a certificate of insurance issued to such person(s) or organization(s) on file with First Continental Services Co.

ENDORSEMENT No.36

This endorsement, effective 12:01 AM: April 1, 2015

Forms a part of policy no: 1000040057151

Issued to: RPM INTERNATIONAL INC.

By: STARR SURPLUS LINES INSURANCE COMPANY

Additional Insured(s) Endorsement - Specified Entities and Primary Non-Contributory

This policy is amended as follows:

Section VII. DEFINITIONS, Paragraph M. is amended to include the following additional provision:

Insured means the following entity(ies) listed below. Such entity(ies) is included as an additional Insured, solely as respects liability arising out of any operations or activities performed by or on behalf of the **Named Insured**:

any entity which Weatherproofing Technologies, Inc. is required by contract to evidence primary non-contributory coverage.

Coverage afforded to these entity(ies) will be primary to, and non-contributory with, any other insurance available to such entity(ies).

All other terms, definitions, conditions, and exclusions of this policy remain unchanged,

3. the total applicable limits of **Scheduled Underlying Insurance** will not decrease, except for any reduction or exhaustion of aggregate limits by payment of Loss to which this policy applies; and
4. any renewals or replacements of **Scheduled Underlying Insurance** will provide equivalent coverage to and afford limits of Insurance equal to or greater than the policy being renewed or replaced.

If you fail to comply with these requirements, we will be liable only to the same extent that we would have, had you fully complied with these requirements.

L. Other Insurance

If other valid and collectible Insurance applies to damages that are also covered by this policy, this policy will apply excess of the **Other Insurance**. However, this provision will not apply if the **Other Insurance** is specifically written to be excess of this policy.

M. Premium

The first **Named Insured** designated in Item 1. of the Declarations will be responsible for payment of all premiums when due.

The premium for this policy will be computed on the basis set forth in Item 6. of the Declarations. At the beginning of the **Policy Period**, you must pay us the Advance Premium shown in Item 6. of the Declarations.

When this policy expires or if it is cancelled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event, we will retain the Minimum Premium as shown in Item 6. of the Declarations for each twelve months of the **Policy Period**.

N. Separation of Insureds

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to the first **Named Insured** designated in Item 1. of the Declarations, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and
2. separately to each **Insured** against whom claim is made or **Suit** is brought.

O. Transfer of Rights of Recovery

1. If any **Insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The **Insured** must do nothing after loss to impair these rights and must help us enforce them.
2. Any recoveries will be applied as follows:
 - a. any person or organization, including the **Insured**, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;
 - b. we then will be reimbursed up to the amount we have paid; and
 - c. lastly, any person or organization, including the **Insured** that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery will be apportioned among the persons or organizations, including the **Insured**, in the ratio of their respective recoveries as finally settled.

MNSCPT (04/15)

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3. If, prior to the time of an **Occurrence**, you waive any right of recovery against a specific person or organization for injury or damage as required under an **Insured Contract**, we will also waive any rights we may have against such person or organization

P. Transfer of Your Rights and Duties

Your rights and duties under this policy may not be transferred without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first **Named Insured** designated in Item 1 of the Declarations and mailed to the address shown in this policy will be sufficient notice to effect cancellation of this policy.

Q. Unintentional Failure to Disclose

Your failure to disclose all hazards existing as of the inception date of the policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

R. Violation of Economic or Trade Sanctions

If coverage for a claim or **Suit** under this Policy is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that claim or **Suit** will be null and void.

VII. DEFINITIONS

A. 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:

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

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.

B. Auto means:

1. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
2. any other land vehicle that is subject to a compulsory or financial responsibility law in the state where it is licensed or principally garaged.

However, **Auto** does not include **Mobile Equipment**.

C. Bodily Injury means bodily injury, sickness or disease sustained by any person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.

D. Crisis Management Event means an **Occurrence** that in the good faith opinion of a **Key Executive** of the **Named Insured**, in the absence of **Crisis Management Services**, has or may result in:

1. damages covered by this policy that are in excess of the total applicable limits of **Scheduled Underlying Insurance** or the **Self-Insured Retention**; and
2. significant adverse regional or national media coverage.



Waiver of Subrogation Endorsement

Insured : RPM International Inc.

Endorsement No.: 5

Policy No.: EWS5965995-07

Effective Date of this
Endorsement 04-01-15

This endorsement modifies insurance provided by the following:

Excess Insurance Policy for Self-Insurer of Workers Compensation and Employers Liability

This policy is changed to provide:

Part Six - Condition G - Subrogation - Recovery From Others - gives us the right to recover all payments which we have made to you from anyone liable for loss. We agree to waive this right but only to the extent that you perform work under a written contract which requires you to obtain this agreement.

Countersigned: _____

Authorized Signature

