

Meeting Date: 9/6/2016

Report Type: Consent

Report ID: 2016-00898

Title: Contract: Sequoia Pacific Building Roof Replacement Project (C13900000)

Location: 501 Sequoia Pacific Boulevard, District 3

Recommendation: Pass a Motion 1) approving the construction plans and specifications for the Sequoia Pacific Building Roof Replacement Project, and awarding a construction contract to Madsen Roofing and Waterproofing, Inc., the lowest responsive and responsible bidder, in an amount not to exceed \$598,491; and 2) authorizing the City Manager or the City Manager's designee to execute the contract specified above.

Contact: Norm Colby, Facilities & Real Property 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-Contract

City Attorney Review

Approved as to Form
Gary Lindsey
8/31/2016 11:35:17 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 8/18/2016 7:07:08 AM

Description/Analysis

Issue Detail: The existing roof of the Sequoia Pacific building is beyond its useful life and needs to be replaced. The recommended contract with Madsen Roofing and Waterproofing, Inc. will include removing the existing roof constructed of heavy asphalt material and replacing it with a lighter weight, single-ply membrane material. It is anticipated that the replacement material will reduce the frequency of structural repairs that had been required due to the heavy asphalt roof while still providing good protection.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.60.

Economic Impacts: The recommended contract is expected to create 2.4 jobs (1.4 direct jobs and 1.0 job through indirect and induced activities) and create \$369,529 in total economic output (\$232,917 of direct output and another \$136,612 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: 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 are therefore considered to be an exempt project or activity in accordance with Section 15301 of the CEQA Guidelines.

Sustainability: None

Commission/Committee Action: None

Rationale for Recommendation: On June 29, 2016 the Department of Public Works issued Invitation for Bid (IFB) No. B16014521003. Seven bids were received, two of which were determined to be non-responsive for failing to meet the minimum local business enterprise (LBE) participation requirement. Madsen Roofing and Waterproofing, Inc. was determined to be the lowest responsive and responsible bidder. Staff's estimated construction cost was \$450,000. Work is anticipated to begin on site in September 2016 with completion by December 2016. The results of IFB No. B16014521003 are listed in the table below.

Contractor	Bid Amount	LBE %
Madsen Roofing and Waterproofing, Inc.	\$598,491.00	100.0
CRC Roofing	\$720,999.00	100.0
Kodiak Union	\$724,995.00	8.3
Joseph Murphy Construction	\$839,000.00	28.5
ERC Roofing and Waterproofing*	895,000.00	0.0
Best Contracting Services	\$1,107,000.00	5.0
Universal Coating*	\$1,141,700.00	0.0

*Did not meet the minimum LBE participation requirement.

Financial Considerations: Sufficient funding exists in the Sequoia Pacific Building Roof Replacement Project (General Fund, Fund 1001) to execute the recommended contract with Madsen Roofing and Waterproofing, Inc. in an amount not to exceed \$598,491.

Local Business Enterprise (LBE): Madsen Roofing and Waterproofing, Inc. is an LBE.



Requires Council Approval: No YES Meeting: 9-6-16

Real Estate Other Party Signature Needed Recording Requested

General Information

Form with fields: Type: Public Project, PO Type: Formal Bid-Construction, Attachment: Original No., Original Doc Number, \$ Not to Exceed: \$598,491.00, Other Party: MADSEN ROOFING & WATERPROOFING, Certified Copies of Document, Project Name: SEQUOIA ROOF REPLACEMENT (C13900310), Deed: None/Included/Separate, Project Number, Bid Transaction #, LBE: NA

Department Information

Department: PUBLIC WORKS Division: A&E
Project Mgr: NORM COLBY Supervisor: NA
Contract Services: Tim Hopper Date: 8-12-16 Division Mgr: Jon Blank
PM Phone Number: 808-8335 Org Number: 15004521

Comment:

Review and Signature Routing

Table for signature routing with columns: Department, Signature/Initial, Date. Includes Project Mgr, Contract Services, Supervisor, Division Manager, and City Attorney.

Call Tim Hopper x8173 Notify for Pick Up

Authorization section with fields for Signature and Date, including JERRY WAY Department Director and City Mgr options.

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

For City Clerk Processing Finalized, Imaged, Received stamp area with fields for Initial, Date, and a large empty box for stamping.

B16014521003

**CONTRACT SPECIFICATIONS
FOR
SEQUOIA ROOF REPLACEMENT (C13900310)**

For Pre-Bid Information Call:
NORM COLBY, Project Manager
(916) 808-8335

Bids to be received before
2:00 PM, Wednesday,
JULY 13, 2016 per Addendum 4
New City Hall
Clerk's Public Counter
915 I Street, 5th Floor
Sacramento, CA 95814

Estimated Construction Cost: \$450,000.00

Construction Time: SIXTY CALENDAR DAYS

NON- MANDATORY PRE-BID MEETING: JUNE 22, 2016 AT 9:00AM, LOCATED AT 551 SDEQUOIA PACIFIC BLVD., SACRAMENTO, CA

The City of Sacramento's Local Business Development program establishes an annual local business enterprise (LBE) participation goal for City contracts, and authorizes City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, all bidding contractors must meet or exceed the minimum LBE participation requirement specified in the contract's bid specifications to qualify as a responsive bidder.

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact Veronica A. Smith at (916) 808-1046, or visit the City of Sacramento's small business web site at: <http://www.cityofsacramento.org/econdev/business-open/small-business-certification.cfm>

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**City of Sacramento
Formal Bid / Proposal Delivery Options**

Any vendor and/or consultant submitting an official bid or proposal to the City of Sacramento City Clerk’s Office, shall select one of the following delivery options. To ensure responsive receipt of bids and/or proposals within established submission deadlines, address information must exactly match one of the below options.

Effective April 17, 2009, the City of Sacramento’s receiving hours are 8am to Noon Monday through Friday. If sending bids via Option 2 - Expedited Services, the bid must be delivered prior to noon or it will not be delivered until the following business day. The City of Sacramento is not responsible for the late receipt of bids and/or proposals where the proposer did not adhere to one of the available delivery options.

Option	Service Provider and/or Service Types	Address
1.	United States Postal Service (USPS) - Regular First Class - Certified or Return Receipt - Priority - Express	Sacramento City Clerk’s Office <i>Public Counter, New City Hall</i> <i>915 I Street, 5th Floor</i> Sacramento, CA 95812-2391
2.	Expedited Services – <u>Receiving Hours are 8am to Noon Monday through Friday</u> - FedEx - UPS - DHL	Sacramento City Clerk’s Office <i>Public Counter, New City Hall</i> <i>915 I Street, 5th Floor</i> Sacramento, CA 95814-2604
3.	Personal Delivery - Hand Delivery - Courier	Sacramento City Clerk’s Office <i>Public Counter, New City Hall</i> <i>915 I Street, 5th Floor</i> Sacramento, CA 95814

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854]
FACT SHEET

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

Essentials of public works contractor registration program:

- Contractors will be subject to a registration and annual renewal fee that has been set initially at \$300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
 - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
 - Must have Contractors State License Board license if applicable to trade.
 - Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
 - Must not be under federal or state debarment.
 - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.

- DIR will post a list of registered contractors and subcontractors on its website so that awarding bodies and contractors will be able to comply with requirements to only use registered contractors and subcontractors.
- Various protections are built in so that
 - A contractor won't be in violation for working on a private job that is later determined to be public work;
 - The inadvertent listing of an unregistered subcontractor on a bid won't necessarily invalidate that bid;
 - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
 - An unregistered contractor or subcontractor can be replaced with one who is registered;
 - A contractor whose registration lapses will have a 90 day grace period within which to pay a late fee and renew.
- Registrations will begin after July 1, 2014, once the registration system is ready to go online. The preferred method of payment will be by credit card.
- The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

Essentials of Public Works Enforcement Fund:

All contractor registration fees will go into the State Public Works Enforcement Fund and be used to fund the following items --

- administration of contractor registration requirement
- all DIR costs for administering and enforcing public works laws
- Labor Commissioner's enforcement of other Labor Code violations on monitored public works projects.

DIR will no longer charge awarding bodies for prevailing wage compliance monitoring and enforcement by the CMU. *(Note: DIR will continue to bill and collect fees from awarding agencies for CMU services provided through June 20, 2014.)*

Related changes in DIR's administration and enforcement of public works requirements:

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects have been eliminated and replaced by requirements that apply to all public works projects (as defined under the Labor Code).
- Awarding bodies are *now* required to submit PWC-100 (contract award notice) for all public works projects. (*This requirement previously applied to about 90% of all projects.*)
- Contractors and subcontractors on *all* public works projects will be required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
 - This requirement will be phased in as follows:
 - Applies immediately to public works projects that have already been under CMU monitoring, *i.e.* contractors on ongoing projects that have been submitting CPRs to the CMU will continue doing so
 - Will apply to any new projects awarded on or after April 1, 2015
 - May apply to other projects as determined by Labor Commissioner
 - Will apply to all public works projects, new or ongoing, on and after January 1, 2016
 - The Labor Commissioner may make exception to this requirement for
 - Projects covered by qualifying project labor agreement
 - Projects undertaken by one of four remaining awarding bodies with legacy LCPs (Caltrans, City of Los Angeles, County of Sacramento, and Los Angeles Unified School District), so long as those LCPs remain approved by DIR
 - CPRs will be furnished online (as is done currently for CMU). DIR intends to continue making improvements to this process, including creating a means for general contractors to have online access to the CPRs submitted by their subcontractors.
- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) public works projects awarded prior to January 1, 2012 that were under a preexisting LCP requirement; and (2) projects funded in whole or in part by Proposition 84.

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the **City Clerk's Public Counter, New City Hall, 5th Floor**, located at 915 I Street between 9th and 10th Streets, up to the hour of **2:00 PM** on **JUNE 29, 2016** and will be opened as soon thereafter as business allows, in the Council Chambers, City Hall for:

SEQUOIA ROOF REPLACEMENT (C13900310)

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Title 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum of the Bid Proposal which conforms to the requirements of Section 7.0 of the Instructions to Bidders. The City reserves the right to reject Proposals or to waive any error or omission in any Bid Proposal received is reserved by the City. Signed proposals shall be submitted on the printed forms contained in the Project Manual and enclosed in an envelope marked: Sealed Bid Proposal for:

SEQUOIA ROOF REPLACEMENT (C13900310)

You can view and download the plans and Contract Documents from:

PLANET BIDS

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15300#>

The contractor and all subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk and available to any interested party on request. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any construction project of \$25,000 or less, or an alteration, demolition, repair, and maintenance project of \$15,000 or less. The City of Sacramento has an approved Labor Compliance Program. **The City uses an electronic system for the submission of Labor Compliance Reports, which became effective May 1, 2007.** The contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Electronic submittal is via a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor is given a Log On identification and password to access the City of Sacramento's reporting system.

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

Department of Industrial Relations Registration and Reporting Requirements (SB 854)

Labor Code Section 1725.5 (enacted by SB 854) requires all contractors bidding on this contract, all subcontractors listed in a bid for this contract, and any contractor or subcontractor performing any work under this contract, to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code Section 1725.5. Labor Code Section 1771.1 (enacted by SB 854) provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section

1725.5. Every bidding contractor shall list the contractor's current DIR registration number, and the current DIR registration number of all listed subcontractors, on the Subcontractor and Local Business Enterprise (LBE) Participation Verification Form included in the contractor's bid.

Pursuant to Labor Code Section 1771.1(b): (1) any bid received from a contractor that is not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 **shall be rejected as non-responsive**; and (2) any bid listing one or more subcontractors on the bidder's Subcontractor and Local Business Enterprise (LBE) Participation Verification Form that are not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5, **shall be rejected as non-responsive**, unless the listing was an inadvertent error and any of the conditions specified in Labor Code Section 1771.1(c) apply.

This contract also is subject to compliance monitoring and enforcement by the DIR. For all contracts awarded on or after April 1, 2015, California Labor Code Section 1771.4 (enacted by SB 854) requires the contractor and all subcontractors to furnish electronic payroll records directly to the Labor Commissioner (in addition to City staff via the City's electronic system).

A Fact Sheet summarizing the provisions of SB 854 is attached. This is provided solely for informational purposes, and does not in any way affect the contractor's and subcontractors' obligation to comply in all respects with the provisions of SB 854, including the provisions referenced above, as well as all other applicable laws and regulations.

The contractor shall disseminate these provisions to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

All questions regarding the City's Labor Compliance Program should be directed to the Department's contracts staff or the Labor Compliance Officer at (916) 808-4011.

Pursuant to Sacramento City Code Section 3.60.190, all contractors and subcontractors shall comply with Section 1777.5 et seq., of the California Labor Code governing the employment of apprentices. Pursuant to Sacramento City Code Section 3.60.250 and Public Contract Code Section 22300, any contract awarded pursuant to this invitation to bid shall contain a provision permitting the substitution of securities for monies withheld to ensure performance under the contract, in accordance with the requirements and form specified by the City.

Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing. The term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 5th Floor, Sacramento, CA 95814.

**CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC
WORKS PROJECTS**

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

s:\facilities shared\tim h files\contract mgmt\sequoia pacific roof\contract forms_planet bids\08-
california labor code relating to apprentices on public works projects.docx

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 or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

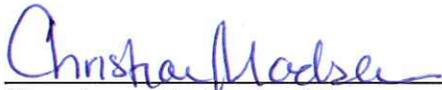
(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

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



Signature of Authorized Representative

August 8, 2016

Date

Christian Madsen

Print Name

President

Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

- a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

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

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

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.
- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

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

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

5. I understand that failure to comply with the provisions of Section 4. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

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

8. In consideration of the foregoing, I shall 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 me.

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

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

Signature of Authorized Representative

Date

Print Name

Title



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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

- o Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs



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

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

The included employee benefits are:

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

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

You May . . .

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

City of Sacramento
Contract Services Unit
915 I St., 2nd Floor
Sacramento, CA 95814
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

B160145241003

BID PROPOSAL FORMS

PLEASE REMOVE AND
COMPLETE
THE FOLLOWING DOCUMENTS
AND
SUBMIT AS
THE BID PROPOSAL
PACKAGE

ADDENDUM #5

B16014521003

SEQUOIA ROOF REPLACEMENT (C13900310)

June 29, 2016

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the Invitation for Bid for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the Invitation for Bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

- (a) By acknowledging receipt, in the proposal response submitted; or
- (b) By separate letter which includes a reference to the Invitation for Bid and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received by the City Clerk Office at 915 I Street, Sacramento, CA 95814, prior to the hour and date specified in the Request for Proposal, **may result in rejection of your offer.** If by virtue of this addendum you decide to change a proposal already submitted, such change may be made by letter, provided such letter makes reference to the Invitation for Bid number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact me at thopper@cityofsacramento.org or at 916.808.8173 for contractual questions. For technical questions contact the project manager, Scott Hanchen, at shanchen@cityofsacramento.org or at 916.952.8856.

Very truly yours,



Tim Hopper
Contracts & Compliance Specialist

ADDENDUM #5

DATE: June 25, 2016

SEQUOIA ROOF REPLACEMENT (C13900310)

Addendum #5 Includes:

Item 1.

City of Sacramento Standard Specifications (June 2007) Section 5-18:

5-18 TRADE NAMES AND ALTERNATIVES

For convenience in designation, certain articles or materials to be incorporated in the Work may be designated under a trade name or the name of a manufacturer and its catalogue information. Unless such trade or manufacturer name is expressly designated as the only brand that will be accepted, for one or more of the purposes specified in Public Contract Code Section 3400(b), such designation shall be deemed to include the words "or equal," so that the use of an alternative article or material that is of equal quality and possesses the required features and characteristics for the purpose intended will be permitted, subject to the following requirements:

The burden of proof as to the quality and suitability of alternatives shall be upon Contractor, who shall furnish all relevant information as required by the Engineer. The Engineer will be the sole judge as to the quality and suitability of alternative articles or materials and the Engineer's decision will be final.

Whenever the Contract Documents permit the substitution of a similar or equivalent material or article, no tests or action relating to the approval of such substitute material will be made until the request for substitution is made in writing by Contractor accompanied by complete data as to the equality of the material or article proposed. Such requests shall be made in ample time to permit approval without delaying the Work, but need not be made within thirty (30) days after award of the Contract.

The City of Sacramento will accept an "or equal" based on the above.

BIDS ARE DUE BY 2:00PM, JULY 13, 2016 TO THE CITY CLERK.

Unchanged portions of the plans and special provisions remain in effect.

ADDENDUM #4

B16014521003

SEQUOIA ROOF REPLACEMENT (C13900310)

June 27, 2016

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the Invitation for Bid for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the Invitation for Bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

- (a) By acknowledging receipt, in the proposal response submitted; or
- (b) By separate letter which includes a reference to the Invitation for Bid and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received by the City Clerk Office at 915 I Street, Sacramento, CA 95814, prior to the hour and date specified in the Request for Proposal, **may result in rejection of your offer.** If by virtue of this addendum you decide to change a proposal already submitted, such change may be made by letter, provided such letter makes reference to the Invitation for Bid number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact me at thopper@cityofsacramento.org or at 916.808.8173 for contractual questions. For technical questions contact the project manager, Scott Hanchen, at shanchen@cityofsacramento.org or at 916.952.8856.

Very truly yours,



Tim Hopper
Contracts & Compliance Specialist

B16014521003

ADDENDUM #4

DATE: June 27, 2016

SEQUOIA ROOF REPLACEMENT (C13900310)

Addendum #4 Includes:

Item 1.

Revised cover sheet to reflect bid due date change (attached).

Item 2.

Revised Bid Proposal Guarantee form to reflect bid due date change (attached).

Item 3.

Bid due date changed to July 13, 2016 to properly advertise this project.

BIDS ARE DUE BY 2:00PM, JULY 13, 2016 TO THE CITY CLERK.

Unchanged portions of the plans and special provisions remain in effect.

B16014521003

**CONTRACT SPECIFICATIONS
FOR
SEQUOIA ROOF REPLACEMENT (C13900310)**

For Pre-Bid Information Call:
NORM COLBY, Project Manager
(916) 808-8335

Bids to be received before
2:00 PM, Wednesday,
JULY 13, 2016 per Addendum 4
New City Hall
Clerk's Public Counter
915 I Street, 5th Floor
Sacramento, CA 95814

Estimated Construction Cost: \$450,000.00

Construction Time: SIXTY CALENDAR DAYS

**NON- MANDATORY PRE-BID MEETING: JUNE 22, 2016 AT 9:00AM, LOCATED AT 551
SDEQUOIA PACIFIC BLVD., SACRAMENTO, CA**

The City of Sacramento's Local Business Development program establishes an annual local business enterprise (LBE) participation goal for City contracts, and authorizes City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, all bidding contractors must meet or exceed the minimum LBE participation requirement specified in the contract's bid specifications to qualify as a responsive bidder.

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact Veronica A. Smith at (916) 808-1046, or visit the City of Sacramento's small business web site at: <http://www.cityofsacramento.org/econdev/business-open/small-business-certification.cfm>

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

as Principal, and _____

a corporation duly organized under the laws of the State of _____ and duly licensed to become sole surety on bonds required or authorized by the State of California, as Surety, are held and firmly bound unto the City of Sacramento, hereinafter called the City, in the penal sum of ten percent (10%) of the (BASE OR LUMP SUM) Proposal of the Principal above named, or other amount as set forth in the Invitation to Bidders, submitted by said Principal to the City for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened at the Department of City Clerk, City of Sacramento, located at **915 I Street, Historic City Hall, 2nd Floor Hearing Room, Sacramento, CA 95814** up to the hour of 2:00 p.m. on **JULY 13, 2016** for the Work specifically described as follows:

SEQUOIA ROOF REPLACEMENT (C13900310)

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and within the time and manner required under the Contract Documents, enters into a written Contract, in the prescribed form, in accordance with the Proposal, and files two (2) bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and files the required insurance policies with the City, all as required by the Contract Documents or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

IN WITNESS THEREOF We have hereunto set our hands and seal this _____ day of _____ 20____.

(Contractor) (Seal)
By _____
Title _____

(Surety)(Seal)
By _____
Title _____
Agent Name and Address _____

ORIGINAL APPROVED AS TO FORM:

City Attorney

Agent Phone # _____
Surety Phone # _____
California License # _____

ADDENDUM #3

B16014521003

SEQUOIA ROOF REPLACEMENT (C13900310)

June 27, 2016

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the Invitation for Bid for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the Invitation for Bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

- (a) By acknowledging receipt, in the proposal response submitted; or
- (b) By separate letter which includes a reference to the Invitation for Bid and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received by the City Clerk Office at 915 I Street, Sacramento, CA 95814, prior to the hour and date specified in the Request for Proposal, **may result in rejection of your offer.** If by virtue of this addendum you decide to change a proposal already submitted, such change may be made by letter, provided such letter makes reference to the Invitation for Bid number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact me at thopper@cityofsacramento.org or at 916.808.8173 for contractual questions. For technical questions contact the project manager, Scott Hanchen, at shanchen@cityofsacramento.org or at 916.952.8856.

Very truly yours,



Tim Hopper
Contracts & Compliance Specialist

B16014521003

ADDENDUM #3

DATE: June 27, 2016

SEQUOIA ROOF REPLACEMENT (C13900310)

Addendum #3 Includes:

Item 1.

Revised cover sheet to reflect bid due date change (attached).

Item 2.

Revised Bid Proposal Guarantee form to reflect bid due date change (attached).

BIDS ARE DUE BY 2:00PM, JULY 6, 2016 TO THE CITY CLERK.

Unchanged portions of the plans and special provisions remain in effect.

B16014521003

**CONTRACT SPECIFICATIONS
FOR
SEQUOIA ROOF REPLACEMENT (C13900310)**

For Pre-Bid Information Call:
NORM COLBY, Project Manager
(916) 808-8335

Bids to be received before
2:00 PM, Wednesday,
JULY 6, 2016 per Addendum 3
New City Hall
Clerk's Public Counter
915 I Street, **5th Floor**
Sacramento, CA 95814

Estimated Construction Cost: \$450,000.00

Construction Time: SIXTY CALENDAR DAYS

NON- MANDATORY PRE-BID MEETING: JUNE 22, 2016 AT 9:00AM, LOCATED AT 551 SDEQUOIA PACIFIC BLVD., SACRAMENTO, CA

The City of Sacramento's Local Business Development program establishes an annual local business enterprise (LBE) participation goal for City contracts, and authorizes City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, all bidding contractors must meet or exceed the minimum LBE participation requirement specified in the contract's bid specifications to qualify as a responsive bidder.

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact Veronica A. Smith at (916) 808-1046, or visit the City of Sacramento's small business web site at: <http://www.cityofsacramento.org/econdev/business-open/small-business-certification.cfm>

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

as Principal, and _____

a corporation duly organized under the laws of the State of _____ and duly licensed to become sole surety on bonds required or authorized by the State of California, as Surety, are held and firmly bound unto the City of Sacramento, hereinafter called the City, in the penal sum of ten percent (10%) of the (BASE OR LUMP SUM) Proposal of the Principal above named, or other amount as set forth in the Invitation to Bidders, submitted by said Principal to the City for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened at the Department of City Clerk, City of Sacramento, located at **915 I Street, Historic City Hall, 2nd Floor Hearing Room, Sacramento, CA 95814** up to the hour of 2:00 p.m. on **JULY 6, 2016** for the Work specifically described as follows:

SEQUOIA ROOF REPLACEMENT (C13900310)

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and within the time and manner required under the Contract Documents, enters into a written Contract, in the prescribed form, in accordance with the Proposal, and files two (2) bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and files the required insurance policies with the City, all as required by the Contract Documents or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

IN WITNESS THEREOF We have hereunto set our hands and seal this _____ day of _____ 20____.

(Contractor) (Seal)
By _____
Title _____

(Surety)(Seal)
By _____
Title _____
Agent Name and Address _____

ORIGINAL APPROVED AS TO FORM:

City Attorney

Agent Phone # _____
Surety Phone # _____
California License # _____

ADDENDUM #2

B16014521003

SEQUOIA ROOF REPLACEMENT (C13900310)

June 27, 2016

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the Invitation for Bid for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the Invitation for Bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

- (a) By acknowledging receipt, in the proposal response submitted; or
- (b) By separate letter which includes a reference to the Invitation for Bid and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received by the City Clerk Office at 915 I Street, Sacramento, CA 95814, prior to the hour and date specified in the Request for Proposal, **may result in rejection of your offer.** If by virtue of this addendum you decide to change a proposal already submitted, such change may be made by letter, provided such letter makes reference to the Invitation for Bid number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact me at thopper@cityofsacramento.org or at 916.808.8173 for contractual questions. For technical questions contact the project manager, Scott Hanchen, at shanchen@cityofsacramento.org or at 916.952.8856.

Very truly yours,



Tim Hopper
Contracts & Compliance Specialist

ADDENDUM #2 DATE: June 27, 2016
SEQUOIA ROOF REPLACEMENT (C13900310)

Addendum #2 Includes:

Item 1.

Bid Proposal (attached) has been amended to include the Manufacturer Provided Roof Maintenance Agreement as an Additive Alternate:

Manufacturer Provided Roof Maintenance Agreement:

1. Provide annual inspection program from roofing material manufacturer for 15 years, commencing in year 6 of the warranted period, to include the following:
 - a. Annual Inspection by Manufacturer employed Warranty Technician.
 - b. Removal of all debris from the roof.
 - c. Preventative roof maintenance as well as repair of any roof or flashing visible defects.
 - d. (800) number that is staffed 24 hours per day, 7 days per week to report any leaks that may occur during the warranty period, with guaranteed response time.
 - e. Web-based program for access to inspection and repair reports, photos, and roof drawings.
 - f. Submit a CA C39 contractor's license under the manufacturer's service division.
 - g. Submit a copy of the roof maintenance agreement

Item 2.

Delete 1d. below

Manufacturer Inspections:

1. Provide a minimum of two job site inspections per week, with written reports to the owner and contractor
 - a. Reports to be delivered within 24 hours of jobsite visit.
 - b. Inspections to be completed by a representative employed by the manufacturer.
 - c. Report on roof attachment and details that may need to be addressed to ensure that the roof completion is in accordance with the written specifications and manufacturer's warranty.

- d. ~~Submit ten local references where these jobsite inspections have been completed on recent jobs, including the customer's name, roof level name, contact name, phone number and email address.~~
- e. Submit a recently used jobsite inspection report sample.

Item 3.

The bid due date has been changed to 2:00pm, July 6, 2016

BIDS ARE DUE BY 2:00PM, JULY 6, 2016 TO THE CITY CLERK.

Unchanged portions of the plans and special provisions remain in effect.

TO THE HONORABLE CITY COUNCIL
SACRAMENTO, CALIFORNIA:

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

SEQUOIA ROOF REPLACEMENT (C13900310)

in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the office of the City Clerk, for the following BID ITEMS:

- A.) Lump Sum Items - Cost of permitting, constructing, mobilization, demobilization, overhead, insurance and other appropriate costs for the installation of work identified on the attached drawings and specifications with Contractor supplied equipment and appurtenances as shown on the contract documents for the lump sum of:

_____ Dollars(\$ _____).

B. ALTERNATES, IF APPLICABLE:

The Contractor shall price the following Alternative(s), if applicable, stating the amount to be added or deducted from the Base Bid Proposal. The City reserves the right to award the Agreement on the basis of the Base Bid Proposal alone, or with a combination of one or more of the Alternative(s). Failure on the part of any Contractor to list the Alternative(s) may be cause for rejection of the Bid Proposal.

Each Alternate shall conform exactly to the Plans and Specifications. See the drawings and specifications for the description of the Alternates.

Unit Price Items – Bid Alternates

1.) Manufacturer Provided Roof Maintenance Agreement as detailed in Addendum 1

_____ Dollars (\$ _____)

If awarded the Agreement, the undersigned agrees to sign said Agreement and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice of award of Agreement, and to begin work within fifteen (15) days after receipt of the Notice to Proceed by the City.

s:\facilities shared\tim h files\contract mgmt\sequoia pacific roof\addendums\addendum 2\11-bid proposal.docx

It is understood that this Bid Proposal is based upon completion of the Work within the time set forth in the schedule section for each library location.

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents.

The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

Enclosed is Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10 %) of the amount Bid Proposal.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

Add. # _____ DATE _____

NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name.

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

(\$ _____) not less than ten percent (10%) of amount Bid Proposal

FOR CITY USE ONLY

BID BOND SECURITY

- Properly Signed
- Improperly Signed
- Not Included
- Not Required

TYPE OF DEPOSIT

- Bid Bond
- Cashier/Certified Check
- Other _____

CONTRACTOR:

By: _____
(Signature)

(Print or Type)

Title _____

Address _____

Telephone No. _____

Fax No. _____

EMAIL ADDRESS _____

Date _____

PLEASE PRINT CLEARLY AS BID RESULTS WILL BE SENT VIA EMAIL

Contractor's License No. _____ Type _____

Expiration Date _____

Tax I.D. Nos. - Fed. _____ State _____

City of Sacramento Business Operation Tax Certificate No. _____

(Certificate Number will be received when building permit is issued)

For any person or entity who submits a Bid Proposal, all such information shall be submitted under penalty of perjury.

ADDENDUM #1

B16014521003

SEQUOIA ROOF REPLACEMENT (C13900310)

June 24, 2016

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the Invitation for Bid for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the Invitation for Bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

- (a) By acknowledging receipt, in the proposal response submitted; or
- (b) By separate letter which includes a reference to the Invitation for Bid and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received by the City Clerk Office at 915 I Street, Sacramento, CA 95814, prior to the hour and date specified in the Request for Proposal, **may result in rejection of your offer.** If by virtue of this addendum you decide to change a proposal already submitted, such change may be made by letter, provided such letter makes reference to the Invitation for Bid number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact me at thopper@cityofsacramento.org or at 916.808.8173 for contractual questions. For technical questions contact the project manager, Scott Hanchen, at shanchen@cityofsacramento.org or at 916.952.8856.

Very truly yours,



Tim Hopper
Contracts & Compliance Specialist

B16014521003

ADDENDUM #1 DATE: June 24, 2016
SEQUOIA ROOF REPLACEMENT (C13900310)

Addendum #1 Includes:

Item 1.

Attached is 6-22-16 pre-bid walkthrough list

Item 2.

Attached is asbestos report.

Item 3.

Manufacturer Inspections:

1. Provide a minimum of two job site inspections per week, with written reports to the owner and contractor
 - a. Reports to be delivered within 24 hours of jobsite visit.
 - b. Inspections to be completed by a representative employed by the manufacturer.
 - c. Report on roof attachment and details that may need to be addressed to ensure that the roof completion is in accordance with the written specifications and manufacturer's warranty.
 - d. Submit ten local references where these jobsite inspections have been completed on recent jobs, including the customer's name, roof level name, contact name, phone number and email address.
 - e. Submit a recently used jobsite inspection report sample.

Manufacturer Provided Roof Maintenance Agreement:

1. Provide annual inspection program from roofing material manufacturer for 15 years, commencing in year 6 of the warranted period, to include the following:
 - a. Annual Inspection by Manufacturer employed Warranty Technician.
 - b. Removal of all debris from the roof.
 - c. Preventative roof maintenance as well as repair of any roof or flashing visible defects.
 - d. (800) number that is staffed 24 hours per day, 7 days per week to report any leaks that may occur during the warranty period, with guaranteed response time.
 - e. Web-based program for access to inspection and repair reports, photos, and roof drawings.
 - f. Submit a CA C39 contractor's license under the manufacturer's service division.
 - g. Submit a copy of the roof maintenance agreement

BIDS ARE STILL DUE BY 2:00PM, JUNE 29, 2016 TO THE CITY CLERK.

Unchanged portions of the plans and special provisions remain in effect.

Sign in

6/22/16

NAME	E-MAIL	CO. NAME	PHONE #
Michael Lenta	mika@jmcgc.com	Joseph Murphy Construction	925-235-30 (914-404-6900)
Hugo Chavez	calsingleply@3vrust.net	California Singleply	
CHRISTIAN MADSEN	CHRISTIAN@MAIDENROOF.COM	MAIDEN ROOFING (916)301-3327	
MIKE WALTER	Michael@Unilofty.com	UNIVERSITY	559-233-6300
ANDY SPENK	ANDY@TEAMCWI.COM	CWI	916-717-1541
Josh Berger (For Jay Armstrong)	Jayscr@sbcglobal.net	SCR	(707) 864-6000
Chris Watson	Chrisw@CRCRoofinginc.com	CRC Roofing	916-209-1051
Adam Pope	apope@KodiakRoofing.com	Kodiak	916-253-1782
Bill Burke	wburke@francoinc.com	Franco	916- 990-5859

ASBESTECH
 6825 Fair Oaks Blvd., Suite 103
 Carmichael, California 95608
 Tel.(916) 481-8902 Fax (916) 481-3975

Client:
 City of Sacramento/ Jeremiah Beam
 5730 24th Street
 Sacramento, CA 95822

Job:
 555 Sequoia Pacific Dr.

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 62192-1
 Date/Time Collected: 8/11/15
 Date Received: 8/11/15

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 8/12/15

<u>Sample No.</u>	<u>Color/Description</u>	<u>% Type Asbestos</u>	<u>Other Materials</u>
01	Black built up roofing, 555 Sequoia Pacific Roofing, roofing	NONE DETECTED	Tar Binder Cellulose
	Brown roofing	NONE DETECTED	Cellulose
02	Black built up roofing, 555 Sequoia Pacific Roofing, roofing	NONE DETECTED	Tar Binder Cellulose
	Brown roofing	NONE DETECTED	Cellulose
03	Black built up roofing, 555 Sequoia Pacific Roofing, roofing	NONE DETECTED	Tar Binder Cellulose
	Brown roofing	NONE DETECTED	Cellulose
	Yellow foam	NONE DETECTED	Styrofoam
04	Black built up roofing, 555 Sequoia Pacific Roofing, roofing	NONE DETECTED	Tar Binder Cellulose
	Brown roofing	NONE DETECTED	Cellulose
	Yellow foam	NONE DETECTED	Styrofoam
05	Brown built up roofing, 555 Sequoia Pacific Roofing, roofing	NONE DETECTED	Cellulose
	Yellow foam	NONE DETECTED	Styrofoam

THE ANALYSIS USES POLARIZED LIGHT MICROSCOPY AND DISPERSION STAINING FOLLOWING E.P.A. METHOD 600/R-93/116. NON-FRIABLE MATERIALS WERE ANALYZED APPLYING THE SAME METHOD. THE LOWER DETECTION LIMIT IS <1 % WITH THE PROVISO THAT PLM MAY NOT DETECT FIBERS <0.25 MICRONS IN DIAMETER THAT MAY BE PRESENT IN SAMPLES SUCH AS FLOOR TILES. IN ACCORDANCE WITH TITLE 22, CCR, SECTION 66261.24(a)(2)(A), THE MCL IS 1 %. SAMPLES WERE NOT COLLECTED BY ASBESTECH. THIS REPORT MUST NOT BE REPRODUCED EXCEPT IN FULL WITHOUT THE APPROVAL OF ASBESTECH. THIS REPORT RELATES ONLY TO THE ITEMS TESTED. THIS REPORT MUST NOT BE USED TO CLAIM PRODUCT ENDORSEMENT BY N.V.L.A.P. OR ANY AGENCY OF THE U.S. GOVERNMENT. ASBESTECH ACCEPTS TECHNICAL RESPONSIBILITY FOR THIS REPORT AND DATE OF ISSUE.

ASBESTECH
 6825 Fair Oaks Blvd., Suite 103
 Carmichael, California 95608
 Tel.(916) 481-8902 Fax (916) 481-3975

Client:
 City of Sacramento/ Jeremiah Beam
 5730 24th Street
 Sacramento, CA 95822

Job:
 555 Sequoia Pacific Dr.

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 62192-2
 Date/Time Collected: 8/11/15
 Date Received: 8/11/15

NVLAP Lab Code 101442-0
 CDPH # 1153
 Date Analyzed: 8/12/15

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
06	Black built up roofing, 555 Sequoia Pacific Roofing, roofing	NONE DETECTED	Tar Binder Cellulose
	Brown roofing	NONE DETECTED	Cellulose
	Yellow foam	NONE DETECTED	Styrofoam
07	Black built up roofing, 555 Sequoia Pacific Roofing, roofing	NONE DETECTED	Tar Binder Cellulose
	Brown roofing	NONE DETECTED	Cellulose
08	Black built up roofing, 555 Sequoia Pacific Roofing, roofing	NONE DETECTED	Tar Binder Cellulose
	Brown roofing	NONE DETECTED	Cellulose
09	Black built up roofing, 555 Sequoia Pacific Roofing, roofing	NONE DETECTED	Tar Binder Cellulose
	Brown roofing	NONE DETECTED	Cellulose
	Yellow foam	NONE DETECTED	Styrofoam

THE ANALYSIS USES POLARIZED LIGHT MICROSCOPY AND DISPERSION STAINING FOLLOWING E.P.A. METHOD 600/R-93/116. NON-FRIABLE MATERIALS WERE ANALYZED APPLYING THE SAME METHOD. THE LOWER DETECTION LIMIT IS <1 % WITH THE PROVISIO THAT PLM MAY NOT DETECT FIBERS <0.25 MICRONS IN DIAMETER THAT MAY BE PRESENT IN SAMPLES SUCH AS FLOOR TILES. IN ACCORDANCE WITH TITLE 22, CCR, SECTION 66261.24(a)(2)(A), THE MCL IS 1 %. SAMPLES WERE NOT COLLECTED BY ASBESTECH. THIS REPORT MUST NOT BE REPRODUCED EXCEPT IN FULL WITHOUT THE APPROVAL OF ASBESTECH. THIS REPORT RELATES ONLY TO THE ITEMS TESTED. THIS REPORT MUST NOT BE USED TO CLAIM PRODUCT ENDORSEMENT BY N.V.L.A.P. OR ANY AGENCY OF THE U.S. GOVERNMENT. ASBESTECH ACCEPTS TECHNICAL RESPONSIBILITY FOR THIS REPORT AND DATE OF ISSUE.

TO THE HONORABLE CITY COUNCIL
SACRAMENTO, CALIFORNIA:

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

SEQUOIA ROOF REPLACEMENT (C13900310)

in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the office of the City Clerk, for the following BID ITEMS:

- A.) Lump Sum Items - Cost of permitting, constructing, mobilization, demobilization, overhead, insurance and other appropriate costs for the installation of work identified on the attached drawings and specifications with Contractor supplied equipment and appurtenances as shown on the contract documents for the lump sum of:

Five Hundred Ninety Eight Thousand Four Hundred Ninety-One Dollars (\$ **598,491.00**)

B. ALTERNATES, IF APPLICABLE:

The Contractor shall price the following Alternative(s), if applicable, stating the amount to be added or deducted from the Base Bid Proposal. The City reserves the right to award the Agreement on the basis of the Base Bid Proposal alone, or with a combination of one or more of the Alternative(s). Failure on the part of any Contractor to list the Alternative(s) may be cause for rejection of the Bid Proposal.

Each Alternate shall conform exactly to the Plans and Specifications. See the drawings and specifications for the description of the Alternates.

Unit Price Items – Bid Alternates

1.) Manufacturer Provided Roof Maintenance Agreement as detailed in Addendum 1

Twenty Six Thousand Five Hundred Seventy-Four Dollars (\$ **26,574.00**)

If awarded the Agreement, the undersigned agrees to sign said Agreement and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice of award of Agreement, and to begin work within fifteen (15) days after receipt of the Notice to Proceed by the City.

s:\facilities shared\tim h files\contract mgmt\sequoia pacific roof\addendums\addendum 2\11-bid proposal.docx

It is understood that this Bid Proposal is based upon completion of the Work within the time set forth in the schedule section for each library location.

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents.

The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

Enclosed is Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10 %) of the amount Bid Proposal.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

Add. # 1	DATE	6/24/2016	Add. # 5	DATE	6/29/2016
Add. # 2	DATE	6/27/2016			
Add. # 3	DATE	6/27/2016			
Add. # 4	DATE	6/27/2016			

NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name.

Corporation

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

TREMCARE[®] GOLD SERVICE AGREEMENT

SERVICE AGREEMENT NO:

**OWNER:
ADDRESS:**

**BUILDING DESCRIPTION:
ADDRESS:**

ROOF AREA:

ROOF SECTIONS:

SERVICE AGREEMENT PRICE:

EFFECTIVE DATE OF SERVICE AGREEMENT:

Weatherproofing Technologies, Inc. ("WTI"), a subsidiary of Tremco Incorporated, and the above-named Owner hereby agree that subject to the terms, conditions and limitations stated herein, WTI will provide the Owner with services on the Roofing System ("RS") as identified herein (collectively "Services") for a period of ___ years (the "Term"). At the end of the Term, the Agreement will automatically terminate, unless extended in writing by WTI. For purposes of this Agreement, RS is defined as the external portions of the roof surface at the above facility, including the membrane, flashings and termination details. In the event the actual square footage or the number of roof sections as determined by WTI during its first inspection exceed the approximations listed above by more than ten (10) percent, WTI reserves the right to increase the Service Agreement Price to reflect the additional work necessary to perform the Services.

A. INSPECTIONS, PREVENTIVE MAINTENANCE AND HOUSEKEEPING

The Services under this Agreement are designed to assist the Owner in protecting, maintaining and extending the useful life of its RS. Services include roof inspections, preventive maintenance and general housekeeping which will be delivered on a _____ basis during the term of this Agreement on a schedule to be agreed upon by WTI and the Owner. If a Tremco Warranty on the RS is in effect, Services and/or warranty inspections may, at WTI's discretion, be carried out simultaneously.

1 of 5



Weatherproofing Technologies, Inc.
3735 Green Road • Beachwood, Ohio 44122 • 216-292-5000

1. Roof Inspections

A. Roof Inspections consist of the following:

- Visual inspection of the roof membrane and roof surface conditions.
- 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.

B. Roof Inspections do not include:

- Visual inspection for internal or latent water damage or mold growth.
- Detection or identification of mold or other latent conditions.

2. Preventive Maintenance (NOTE: Preventive does not include extensive repairs or restoration of a deteriorated roof intended to improve its condition to a maintainable roof. If such extensive repairs are necessary, you will be made aware of what is needed to be done to bring the individual roof to a maintainable condition.)

A. Preventive Maintenance consists of the following repairs and maintenance:

- Flashing components and details – Patch minor flashing defects and kick holes, reinforce open flashing laps, seal open metal edge laps and open flanges within reason, 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 counterflashing. Owner will be advised of any extensive repairs required.
- Roof membrane – Repair intermittent splits, tears, open laps and breaks in the membrane. If extensive repairs are required, Owner will be advised. Patch any fractured blisters or those in danger of fracture due to traffic. If extensive repairs are required, owner will be advised.
- Drains, Gutters and Scuppers – Tighten drain bolts and clamping rings (if possible). Owner will be advised of missing drain strainers. Repair strip-in around drains and scuppers, re-secure gutters and seal open gutter joints.

B. Preventive Maintenance does not include:

- Repairs or maintenance of any building component other than the RS.
- Remediation, detection or abatement of mold.
- Recoating or other significant repair to, or replacement of, the roof membrane.

3. General Rooftop Housekeeping

A. General Rooftop Housekeeping consists of the following:

- Removal of debris (i.e., leaves, branches, paper and similar items) from the roof membrane and drainage areas.
- Disposal of debris will be at the Owner's approved on-site location.

B. General rooftop housekeeping does not include removal of obsolete HVAC components, any construction materials left by other trades and other equipment left on the roof.

The Services do not include extensive repairs, restoration or replacement of a deteriorated roof, such as recoating or resurfacing of the flood coat or the reflective coat of the RS. If such steps are necessary, WTI will notify the Owner with recommendations to replace or bring the roof to a maintainable condition, as appropriate. Major roof repairs and replacements are within the product and service offerings WTI and its affiliated companies provide, and can be arranged under separate contract with WTI, but are not included in the Service Agreement Price.

SAMPLE

B. ROOF INSPECTION REPORTING

WTI will provide the Owner with reports from the roof inspections performed under this Agreement. The reports will be provided through OLI[®] (on-line information database), which the Owner and its authorized representatives can access as described herein.

The data available on the OLI[®] Windows-based application is accessible through the following minimum requirements: Windows operating system (XP or later), Pentium III processor, 256 MB RAM, 250 MB free hard drive space and high-speed internet access (DSL, cable modem, etc.). Use of OLI[®] is subject to an on-line OLI[®] License Agreement, the terms and conditions of which are incorporated herein by reference and available upon request.

Roof inspection reports will not address the presence of water damage to the building or any building component other than the RS and will not address the presence of mold or other latent conditions.

C. STORM REPORTS

Upon notification and request by the Owner, WTI will provide one roof inspection and a corresponding report per year after a major storm at no additional charge to the Owner. In order to qualify for the no-charge inspection and report, the Owner must notify WTI of the storm within twenty-four hours of its occurrence. A no-charge storm inspection and report may, at WTI's option, be combined with the planned inspection(s) in the event a major storm occurs within sixty (60) days prior to the planned inspection.

D. LEAK RESPONSE PROGRAM

In the event of any leak through the RS, the Owner shall, within 24 hours of when a leak is or reasonably should have been discovered, call 1-800-5-TREMCO and report the roof leak, location, Owner's site contact representative, leak severity and any other information which may be reasonably requested by or useful to WTI in responding to the leak. WTI will, within 48 hours, respond to the reported leak to assist the Owner in identifying the source of the leak. The Owner agrees to provide WTI with access to the RS and all areas of the building necessary to access the RS. If a reported leak through the RS is confirmed, WTI will make any repairs that are immediately necessary and charge the Owner at standard rates, unless otherwise instructed in writing by the Owner prior to the site visit. If Owner operates under a purchase order system, proper purchase order information for said billing must be provided by customer at time of leak call. If purchase order is not provided at the time the leak is reported, Owner agrees to arrange for payment of leak invoice per terms cited in this agreement.

The price of the Services under this Agreement does not include leak repairs, unless the Owner's RS is a WTI Roofing System and the leak is covered under a Tremco QA Warranty that is still in effect. In all other instances, WTI or its subcontractors can be retained by the Owner under separate contract to perform leak repairs at rates that vary depending upon the nature and extent of the leaks. WTI reserves the right to charge Owner for responding to and inspecting building leaks that are not covered under a Tremco Warranty or this Agreement, including building leaks through windows, HVAC units, walls or other components unrelated to the RS, at WTI's standard rates then in effect and Owner agrees to pay such charges on a net 30 day basis from the date of invoice.

If leaks have been reported through the above 1-800 number, a leak activity report is available to the Owner through OLI[®]. These reports will provide the following:

1. Overview of leak call.
2. Response time for each call.
3. Overview of work completed.

E. OWNER'S RESPONSIBILITIES

The Services are meant to assist the Owner in monitoring its roofing assets. Services do not relieve the Owner of its own responsibilities for roof care and maintenance and to otherwise follow good roofing practices. Removal of chemical or other manufacturing or industrial pollution and discharge is the sole responsibility of the Owner and is expressly excluded from the Services under this Agreement. Additionally, if scheduled cleaning outlined in this Agreement is insufficient to maintain the roof integrity, the Owner will be notified and will be responsible for additional cleaning/inspections at Owner's cost. Owner agrees that all debris on or removed from the roof is the sole property of Owner and Owner shall have the sole responsibility for its proper disposal.

Owner understands and agrees that WTI does not assume or accept ownership, possession or control of any part of the RS or the Owner's facility, all of which shall remain exclusively with the Owner. The Owner is solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation, third-party warranties, and for all repair, maintenance and other work relating to the RS and the Owner's facility, other than as expressly covered by this Agreement. The Owner shall at all times exercise reasonable care in the use and maintenance of the RS and otherwise follow good roofing practices.

If the Owner does not immediately report leaks in accordance with the Section D of this Agreement, WTI has no responsibility to perform the Services described herein. In no event is WTI responsible for any repairs to any part of the Owner's building other than the RS as described herein. The liability and expense associated with such building repairs shall remain at all times with the Owner.

Owner hereby acknowledges that to the extent Owner's RS is a Tremco Roof System covered under a QA Warranty that is still in effect, nothing in this Agreement is intended to alter or modify any portion of the QA Warranty, including without limitation the Owner's repair, maintenance or other obligations described therein.

Owner's failure to comply with its responsibilities under this Agreement shall constitute grounds for WTI's immediate termination of this Agreement upon written notice to Owner.

F. SERVICE AGREEMENT EXCLUSIONS AND LIMITATIONS

This Service Agreement does not cover leak repairs. It also excludes any repair of damage to the RS caused, in whole or in part, by any of the following:

1. Natural disasters/occurrences or Acts of God, including but not limited to, damage caused by lightning, hailstorms, floods, gale force winds (34 mph or greater), tornadoes, earthquakes, fire or animals.
2. For those RS under separate Tremco Warranty, any use of materials not specified by WTI, unauthorized repairs, or failure to comply with Warranty terms.
3. Any intentional or negligent act on the part of the Owner or third party including, but not limited to, misuse or abuse of the RS, storage of or discharge of materials, chemicals or effluent on the roof, penetration of the RS, or failure to follow good roofing practices.
4. Faulty original construction or design of non-RS building components, including parapet walls, copings, chimneys, skylights, vents or roof deck.
5. Any condition in the RS not reasonably discoverable from WTI's initial visual inspection and not covered under any separate Tremco Warranty.
6. Building settlement, deterioration, cracking or failure of any component of the roof other than the RS, including but not limited to, water infiltration or condensation of moisture in, through or around walls, copings, underlying structure, hardware or equipment.

G. OTHER TERMS

WTI shall issue its invoice for the Service Agreement Price of the TremCare upon receipt of customer's documented approval to proceed, and Owner agrees to issue full payment within thirty (30) days of invoice. The Owner's rights under this Service Agreement are specific to the Owner and are not assignable or transferable without the express written permission of WTI. WTI reserves the right to withhold services and/or terminate this Agreement in the event WTI invoices for services are not timely paid in full.

Each party has the right to cancel this Agreement, with or without cause, upon thirty (30) days written notice to the other party. In the event of termination of this Agreement by WTI without cause, Owner may be eligible for a refund of a pro-rated portion of the Service Agreement Price paid to WTI. WTI will determine the amount of the refund, if any, by subtracting WTI's usual and customary charges for Services provided prior to termination (as of the date such Services were completed) from the Service Agreement Price received by WTI.

WTI will be excused from performing under this Agreement if prevented or delayed by events not within its control, including, without limitation, events such as floods, fires, accidents, riots, explosions, governmental order, acts or omissions of contractors or other third parties and/or inability to access the RS.

IN NO EVENT SHALL WTI OR ANY AFFILIATE BE LIABLE, WHETHER IN CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORY OF LIABILITY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THE SERVICES, INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR DAMAGE TO THE OWNER'S BUILDING, CONTENTS OF THE BUILDING, LOSS OF PROFITS, LOSS OF RENTS, OR LOSS OF USE OF ANY EQUIPMENT OR PROPERTY. THE TOTAL AGGREGATE LIABILITY OF WTI OR ANY AFFILIATE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES SHALL NOT IN ANY EVENT EXCEED THE SERVICE AGREEMENT PRICE. THIS MAXIMUM LIABILITY SHALL BE PRO-RATED ON A STRAIGHT LINE BASIS OVER THE LIFE OF THE SERVICE AGREEMENT, AND SHALL NOT EXCEED SUCH PRO-RATED AMOUNT.

THE OWNER HEREBY GIVES PERMISSION TO WTI AND ITS SUBCONTRACTORS TO INSPECT, MAINTAIN AND REPAIR THE RS. UNDER NO CIRCUMSTANCE SHALL THE OWNER MAKE ANY CLAIM THAT THE PERFORMANCE OF THE SERVICES BY WTI OR ITS SUBCONTRACTORS HAS CAUSED ANY MANUFACTURER'S ROOFING SYSTEM WARRANTY TO BECOME VOID OR VOIDABLE AND SHALL DEFEND WTI AND ITS SUBCONTRACTORS FROM ANY SUCH CLAIM.

This Agreement is the sole and exclusive agreement between the parties with regard to the Services and this document supercedes and replaces any prior verbal or written discussions, agreements or negotiations between them regarding the Services. Any disputes related to this Agreement shall be submitted to the exclusive jurisdiction of the state and/or federal courts of Cuyahoga County, Ohio and shall be governed by Ohio law, without regard to choice of law principles.

The Owner and WTI hereby agree to the terms, conditions and limitations as set forth herein this Service Agreement.

SECRET



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 274072

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 7/12/2016 2:55:09 PM

Business Information

WEATHERPROOFING TECHNOLOGIES INC
3735 GREEN ROAD
BEACHWOOD, OH 44122
Business Phone Number:(216) 514-7553

Entity Corporation
Issue Date 02/08/1972
Reissue Date 10/02/1991
Expire Date **10/31/2017**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C39 - ROOFING
B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with LIBERTY MUTUAL INSURANCE COMPANY.

Bond Number: 14054965

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **14054963** for STEVEN LEMOIN JONES in the amount of **\$12,500** with LIBERTY MUTUAL INSURANCE COMPANY.

Effective Date: 07/06/2010

BQI's Bond History

This license filed Bond of Qualifying Individual number **14055796** for DOUGLAS ROBERT TIMMER in the amount of **\$12,500** with LIBERTY MUTUAL INSURANCE COMPANY.

Effective Date: 08/18/2011

BQI's Bond History

This license has workers compensation insurance with the AMERICAN ZURICH INSURANCE COMPANY
Policy Number: WC9258788
Effective Date: 04/01/2012
Expire Date: 04/01/2017
[Workers' Compensation History](#)

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

**LOCAL BUSINESS ENTERPRISE (LBE)
PARTICIPATION REQUIREMENTS**
(For City Contracts without federal funds)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of LBEs in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage from 2% to 5% and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on certain contracts of \$100,000 or more as illustrated below.

When Does the LBE Program Apply?

	Contracts Under \$100,000			Contracts \$100,000 or More			
	Supplies / Non-Professional	Professional	Public Projects	Supplies	Non-Professional	Professional	Public Projects
5% LBE Preference Applies to Bid Evaluation?	Yes	Yes	Yes	No	No	Yes	No
5% Minimum Participation Requirement? *	No	No	No	No	Yes	Yes	Yes

* Requirement may be waived by the City Manager or the City Manager's designee (e.g. Department Directors)

II. LBE QUALIFICATION

- A. To meet the LBE participation requirement, bidders must meet the requirements for an LBE prior to the deadline for submission of bids.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated areas of Sacramento County. Proof of legitimate business presence in the City or unincorporated areas of Sacramento County shall include:

1. Be an established business entity operating in the City or unincorporated County of Sacramento for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either :
 - a. a principal business office or workspace; or
 - b. regional, branch, or satellite office with at least one full-time employee located and operating legally in the city or unincorporated county of Sacramento.

III. LBE PARTICIPATION LEVEL REQUIREMENTS

- A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed. LBE credit may be obtained by utilizing LBE qualified subcontractors or suppliers as outlined below.
- B. Participation Credit: To receive credit for participation: (1) an LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) an LBE supplier must furnish materials or equipment that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.
- C. Suppliers: Credit for an LBE supplier of materials or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
- D. Subcontractors (including truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
 - Truckers: Credit for an LBE trucker is counted as 100% of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials or equipment being transported by the trucker.

IV. LBE REQUIREMENTS FOR CONTRACTOR

- A. LBE Records: The Contractor shall maintain records of all subcontracts with verified LBE subcontractors and records of materials purchased from verified LBE suppliers for one year after receiving final payment from the City. Such records shall show the name and business address of each LBE subcontractor or supplier and the total dollar amount actually paid to each LBE subcontractor or supplier.

No later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such

other information, records, reports, certifications or other documents as may be required by the City, to determine compliance with any provision of the LBE program or these specifications.

- B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials or equipment for which they are listed, unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the materials or equipment from other sources. Reasons for requesting such authorization would include:
1. The listed LBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
 2. The listed LBE becomes bankrupt or insolvent.
 3. The listed LBE subcontractor fails to meet the bond requirements of the Contractor.
 4. The work performed or the materials or equipment provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.
 5. It would be in the best interest of the City.
- C. Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.
- D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by the City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract. A deduction may be made from the contract amount and the deduction shall be not more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor's bid, and shall also be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.
- E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed

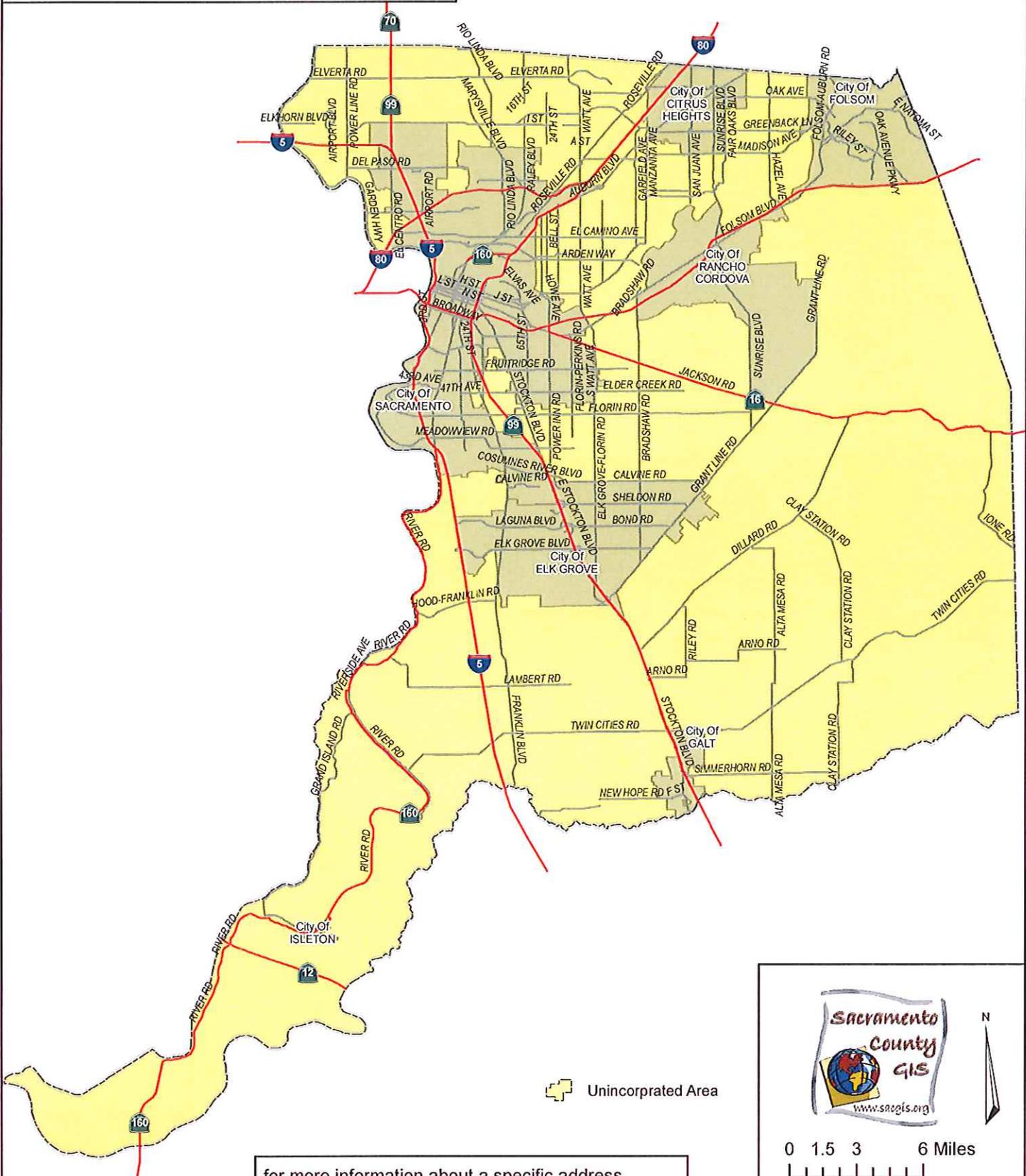
deduction to the Contractor. The Contractor may, no later than five working days after receiving such notice, provide a written request to the City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

The written notices and requests described above shall be provided by registered or certified mail (return receipt requested), by facsimile, by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by facsimile shall be deemed received on the date that it is transmitted and transmission is confirmed by the transmitting machine. Written notice provided by personal delivery shall be deemed received on the date of delivery.

V. DEFINITIONS

- A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.
- B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.
- C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.
- D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.
- E. Proposal: Any response to a City solicitation for Proposals or Qualifications.
- F. Bid: Any response to a City solicitation for bids.
- G. Waiver: Request to department director to waive or reduce LBE participation requirement.

UNINCORPORATED AREAS



for more information about a specific address
 visit our Assessor Parcel Viewer at www.sacgis.org

0 1.5 3 6 Miles

Doc Date: December, 2010

KNOW ALL MEN BY THESE PRESENTS,

That we, MADSEN ROOFING & WATERPROOFING, INC.

as Principal, and DEVELOPERS SURETY AND INDEMNITY COMPANY

a corporation duly organized under the laws of the State of Iowa and duly licensed to become sole surety on bonds required or authorized by the State of California, as Surety, are held and firmly bound unto the City of Sacramento, hereinafter called the City, in the penal sum of ten percent (10%) of the (BASE OR LUMP SUM) Proposal of the Principal above named, or other amount as set forth in the Invitation to Bidders, submitted by said Principal to the City for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened at the Department of City Clerk, City of Sacramento, located at **915 I Street, Historic City Hall, 2nd Floor Hearing Room, Sacramento, CA 95814** up to the hour of 2:00 p.m. on **JULY 13, 2016** for the Work specifically described as follows:

SEQUOIA ROOF REPLACEMENT (C13900310)

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and within the time and manner required under the Contract Documents, enters into a written Contract, in the prescribed form, in accordance with the Proposal, and files two (2) bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and files the required insurance policies with the City, all as required by the Contract Documents or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

IN WITNESS THEREOF We have hereunto set our hands and seal this 6th day of July 2016.

MADSEN ROOFING & WATERPROOFING, INC.

(Contractor) (Seal)
By Christian Madsen
Title Christian Madsen, President

DEVELOPERS SURETY AND INDEMNITY COMPANY

(Surety)(Seal)
By Karen Amin
Title Karen Amin, Attorney-in-Fact

Agent Name and Address ALLIANT INSURANCE SERVICES, INC.
1949 W. Kettleman Ln., Ste. 200, Lodi, CA 95242
Agent Phone # (209) 333-1136
Surety Phone # (916) 924-8655
California License # 0C36861

ORIGINAL APPROVED AS TO FORM:

City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Joaquin)

On July 6, 2016 before me, Jennifer Loper, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Jennifer Loper (Seal)



**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Jennifer Loper, Daniel M. Connolly, David Schnapp, Karen Amin, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 6th day of July, 2016.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

MINIMUM QUALIFICATIONS QUESTIONNAIRE

Sacramento City Code Section 3.60.020 authorizes the Sacramento City Council to adopt standard minimum qualifications for bidders on competitively bid public works construction projects, and requires, among other provisions, that a bidder meet such minimum qualifications at the time of bid opening in order to bid. On July 31, 2007, the City Council adopted Resolution No. 2007-574 establishing these standard minimum qualifications. Pursuant to City Code section 3.60.020, a bidder failing to meet these minimum qualifications at the time of bid opening shall not be considered a responsible bidder for purposes of bidding on the subject project.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. 2007-574 by completing all of the questions contained in this questionnaire. Bidder responses shall be limited to those operating business units, offices, branches and/or subsidiary divisions of the bidder that will be involved with the performance of any project work if awarded the contract. If a bidder answers "yes" to any single question, fails to submit a fully completed questionnaire, or submits false information, this will result in a determination that the minimum qualifications are not met, and the bidder shall not be considered a qualified bidder for purposes of bidding on this contract. If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must separately meet these minimum qualifications for the Joint Venture to be considered a qualified bidder.

The City of Sacramento ("City") shall make its determination on the basis of the submitted questionnaire, as well as any relevant information that is obtained from others or as a result of investigation by the City. While it is the intent of this questionnaire to assist the City in determining whether bidders possess the minimum qualifications necessary to submit bids on the City's competitively bid public works construction contracts, the fact that a bidder submits a questionnaire demonstrating that it meets these minimum qualifications shall not in any way limit or affect the City's ability to: (1) review other information contained in the bid submitted by the bidder, and additional relevant information, and determine whether the contractor is a responsive and/or responsible bidder; or (2) establish pre-qualification requirements for a specific contract or contracts.

By submitting this questionnaire, the bidder consents to the disclosure of its questionnaire answers: (i) to third parties for purposes of verification and investigation; (ii) in connection with any protest, challenge or appeal of any action taken by the City; and (iii) as required by any law or regulation, including without limitation the California Public Records Act (Calif. Gov't Code sections 6250 et seq.). Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the bidder submitting the questionnaire. If any information provided by a bidder becomes inaccurate, the bidder shall immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

QUESTIONNAIRE

NOTICE: For firms that maintain other operating business units, offices, branches and/or subsidiary divisions that will not be involved with the performance of any project work if the firm is awarded the contract, references hereafter to "your firm" shall mean only those operating business units, offices, branches and/or subsidiary divisions that will be involved with the performance of any project work.

All of the following questions regarding "your firm" refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm's owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years

The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is "yes", or if the firm submits a questionnaire that is not fully completed or contains false information.

1. **Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:**

License No. 519488 - B/C39/C43/ASB - Expires 10/31/2017

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?

Yes No

3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?

Yes No

4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?

Yes No

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?

Yes No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

6. Answer either subsection A or B, as applicable:

A. Your firm has completed three or more government construction contracts in Sacramento County within the last five years: Within those five years, has your firm been assessed liquidated damages on three or more government construction contracts in Sacramento County for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging the assessment of liquidated damages on a government contract within the last five years, you need not include that contract in responding to this question.

Yes No Not applicable

OR

B. Your firm has not completed at least three government construction contracts in Sacramento County within the last five years: Within the last three years, has your firm been assessed liquidated damages on three or more government construction contracts for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging an assessment of liquidated damages on a government contract within the last three years, you need not include that contract in responding to this question.

Yes No Not applicable

7. In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.

Yes No

8. Has CAL OSHA assessed a total of three or more penalties against your firm for any "serious" or "willful" violation occurring on construction projects performed in Sacramento County at any time within the last three years?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

9. Answer either subsection A or B, as preferred:

A. In the last three years has your firm had a three year average Workers' Compensation experience modification rate exceeding 1.1?

Yes No

OR

B. In the last three years has your firm had a three-year average incident rate for total lost workday cases exceeding 10?

NOTE: Incident rates represent the number of lost workday cases per 100 full-time workers and is to be calculated as: $(N/EH) \times 200,000$, where

N = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)
EH = total hours worked by all employees during the calendar year
200,000 = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

Yes No

10. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed penalties three or more times, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was a contractor in Sacramento County?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

Minimum Qualifications Questionnaire
Page 4 of 6

11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of \$100,000 or more, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor in Sacramento County?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

12. In the past three years, have civil penalties been assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

13. In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a withholding or penalty assessment, you need not include that withholding or penalty assessment in responding to this question.

Yes No

14. Has your firm been assessed penalties for violation of public works prevailing wage requirements in California, in an aggregate amount for the past three years of \$50,000 or more?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

VERIFICATION AND SIGNATURE

I, the undersigned, certify and declare that I have read all the foregoing answers to this Minimum Qualifications Questionnaire, and know their contents. The matters stated in these Questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed at Sacramento, California, on July 12, 2016.
(Location) (Date)

Signature: Christian Madsen

Print name: Christian Madsen

Title: President

NOTE: If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must submit a separate Minimum Qualifications Questionnaire.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

Minimum Qualifications Questionnaire
Page 6 of 6

Green Contracting Survey (Voluntary)

The City of Sacramento and the Sacramento Metropolitan Air Quality District (SMAQMD) are conducting a joint pilot project to help meet Federal Clean Air Standards for the Sacramento region.

Attached is a Green Contracting Fleet Inventory Form. Please complete the form, remove it from the bid package and return it to SMAQMD in the postage paid envelope provided with the bid package. Please do not return the Green Contracting Fleet Inventory Form to the City of Sacramento with the bid documents or otherwise.

A limited amount of funds and other financial incentives may be available to qualified contractors participating in this joint project to assist qualified contractors with upgrading and/or replacing equipment and/or trucks.

Completing and returning the Green Contracting Fleet Inventory Form is strictly voluntary.

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

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

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

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
 - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

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

EXCEPTION: None

Date	Violation Type	Place of Occurrence
------	----------------	---------------------

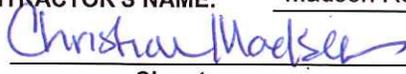
If additional space is required use back of this form.

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

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

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

CONTRACTOR'S NAME: Madsen Roofing & Waterproofing, Inc.

BY:  Christian Madsen, President Date: July 12, 2016

Signature Title

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

City of
SACRAMENTO

Subcontractor and Local Business Enterprise Participation Form
For Public Projects over \$100,000 (use only base bid amount to estimate dollar value)
THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work / services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

Prime Contractor Name	Madsen Roofing & Waterproofing, Inc.
Prime Contractor Address	5960 Bradshaw Road Sacramento, CA 95829
(REQUIRED) Prime Contractor DIR Registration #	1000000193

Date	July 12, 2016
Bid Amount	\$ 598,491.00
Is Prime LBE?	<input checked="" type="radio"/> Yes <input type="radio"/> No

Business Name	None	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
License Number			Yes		\$
Address			No		
City, State, Zip					
Contact Person					
Phone					
Business Name		Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
License Number			Yes		\$
Address			No		
City, State, Zip					
Contact Person					
Phone					
Business Name		Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
License Number			Yes		\$
Address			No		
City, State, Zip					
Contact Person					
Phone					

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

I hereby certify that each subcontractor listed on this Subcontractor and LBE Participation Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. The Prime Contractor also certifies that it will notify each subcontractor listed on this Form in writing if the contract award is made to the Prime Contractor, and will make all documentation relevant to the subcontractor and LBE participation available to City of Sacramento upon request. The Prime Contractor further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the contract.

PRINCIPAL OF FIRM:

Christian Madsen
Signature

Christian Madsen, President

Title

July 12, 2016

Date

Form Revised
3/9/15

B16014521003

FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT

AGREEMENT
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification August 8, 2016, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and **MADSEN ROOFING & WATERPROOFING, 5960 BRADSHAW ROAD, SACRAMENTO, CA 95829** ("Contractor") in the amount of: **FIVE HUNDRED NINETY-EIGHT THOUSAND FOUR HUNDRED NINETY-ONE DOLLARS AND NO CENTS (\$598,491.00)**.

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

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

- The Notice to Contractors
- The Proposal Form submitted by the Contractor
- The Instructions to Bidders
- The Local Business Enterprise (LBE) Requirements
- The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance
- The City's Reference Guide for Construction Contracts
- The Addenda, if any
- This Agreement
- The Standard Specifications
- The Special Provisions
- The Plans and Technical Specifications
- The drawings and other data and all developments thereof prepared by City pursuant to the Contract
- Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.

Unless specifically noted otherwise, references to the "Standard Specifications" shall mean and refer to the Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on June 4, 2007 (Resolution No. 2007-350), and any subsequent amendments thereto approved by the Sacramento City Council or the Sacramento City Manager. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

2. DEFINITIONS

Unless otherwise specifically provided herein, all words and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

3. AGREEMENT CONTROLS

In the event of a conflict between any of the terms and conditions set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail, except that the provisions of any duly authorized change order shall prevail over any conflicting provisions of this Agreement.

4. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of City, all the Work called for in the Contract Documents entitled:

SEQUOIA ROOF REPLACEMENT (C13900310)

Including the Work called for in the following alternative bid items described in the Proposal Form:

NOT AWARDING ADDITIVE ALTERNATE

Contractor agrees to perform such Work in the manner designated in and in strict conformity with the Contract Documents.

5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, as complete payment for the above Work, in accordance with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed the total bid amount set forth in Contractor's Proposal Form. In addition, subject to deductions, withholdings and additions as specified in the Contract Documents, payment for individual items of the Work shall be computed as follows:

- A. For items of the Work for which a lump sum price is specified in Contractor's Proposal Form, Contractor shall be paid the lump sum price(s) specified in Contractor's Proposal Form; and
- B. For items of the Work for which a unit price is specified in Contractor's Proposal Form, Contractor shall be paid the sum computed at such unit price, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual amount of each such item performed and/or furnished and incorporated in the Work; provided that in no event shall the total sum for a unit price item exceed the total bid amount set forth for such item in the Contractor's Proposal Form, unless authorized by Change Order.

6. PROGRESS PAYMENTS

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

- A. On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.
- B. No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.
- C. Contractor shall not be paid for any defective or improper Work.
- D. The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.
- E. The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.

F. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work not later than fifteen (15) working days after the date of the written Notice to Proceed from City to Contractor and shall diligently prosecute the Work to final completion. The phrase "commence the Work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the Engineer's sole discretion that conditions on the site of the Work are unsuitable for commencement of the Work. After the Notice to Proceed is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before SIXTY (60) CALENDAR DAYS from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, whether or not the

unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

11. ACCEPTANCE NOT RELEASE

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

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

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

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

13. NO WAIVER OF REMEDIES

Neither the inspection by City, its officers, employees or agents, nor any certificate or other approval for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City, its officers, employees or its agents shall operate as a waiver of any provision of the Contract Documents nor of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in the Contract Documents shall be taken and construed as cumulative; in addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire Work by the City. Contractor shall repair or replace all work or material, together with any

other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

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

In addition to the above, the Contractor shall make a written assignment of all manufacturer's and other product warranties to the City, prior to completion and final acceptance of the Work by City.

The Contractor's Performance Bond shall secure the performance of the Contractor's obligations under this Section 14, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

A. The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

- B. Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of \$1,000.00 for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

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

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

16. INDEMNITY AND HOLD HARMLESS

- A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the 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 damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

Except as otherwise herein expressly stipulated, Contractor shall perform all the Work and furnish all the labor, materials, tools, equipment, apparatus, facilities, transportation, power and light, and appliances, necessary or proper for performing and completing the Work herein required in the manner and within the time herein specified. The mention of any specific duty or liability of Contractor shall not be construed as a limitation or restriction of any general liability or duty of Contractor, and any reference to any specific duty or liability shall be construed to be solely for the purpose of explanation.

19. INSURANCE

During the entire term of the Contract, Contractor shall maintain the insurance coverage described in this Section 19.

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 Work performed by Contractor under this Contract. 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 Contract.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of Contractor and its subcontractors, products and completed operations of Contractor and its subcontractors, and premises owned, leased, or used by Contractor and its 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 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) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.
- (4) 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.

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 and its subcontractors; products and completed operations of Contractor and its subcontractors; and premises owned, leased, or used by Contractor and its 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 3 must be declared to and approved by the City in writing prior to execution of this Contract.

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 Contract, Contractor shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:

certificates-sacramento@riskworks.com

- (3) The City may withdraw its offer of contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Contract. The City may withhold payments to Contractor or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

F. Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the bonds and/or insurance required under the Contract in full force and effect, Contractor shall immediately suspend all work under the Contract and notify City in writing of such failure. After such notice is provided, or if City discovers such failure and notifies Contractor, the City thereafter may withhold all Contract payments due or that become due

until notice is received by City that such bonds and/or insurance have been restored in full force and effect and that the premiums therefor have been paid for a period satisfactory to the Division of Risk Management. Contractor shall not resume work until notified by City to do so, and the City shall have no responsibility or liability for any costs incurred by Contractor as a result of such suspension of Work.

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

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

21. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delay" shall mean, and is limited to, delay caused directly by: acts of God; acts of a public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of a governmental agency; priorities or privileges established for the manufacture, assemble, or allotment of materials necessary in the Work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the Work ordered by City insofar as they necessarily require additional time in which to complete the Work; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor's subcontractors or suppliers; or the prevention of Contractor from commencing or prosecuting the Work because of a Citywide failure of public utility service.

The term "Excusable Delay" shall specifically not include: (i) any delay that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of any part of the Work that does not constitute a Controlling Operation, whether or not such delay is unavoidable; (iii) any reasonable delay resulting from time required by City for review of any Contractor submittals and for the making of surveys, measurements and inspection; and, (iv) any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by other Contractors employed by City that does not necessarily prevent the completion of the entire Work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

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

23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

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

24. NO PAYMENT FOR DELAYS

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the Work whether or not such delays qualify for extension of time under this Agreement; except that this provision shall not preclude the recovery of damages for a delay caused by the City that is unreasonable under the circumstances and that is not within the contemplation of the parties, provided that the Contractor timely submits all such written notice(s) and fully complies with such other

procedures as may be specified in the Contract Documents or any Laws or Regulations for Contractor to claim damages for such delay.

25. CHANGES IN THE WORK

Changes in the Work authorized or directed in accordance with the Contract Documents and extensions of time of completion made necessary by reason thereof shall not in any way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.

26. TERMINATION AFTER COMPLETION DATE

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

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

27. TERMINATION FOR CONVENIENCE

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

- A. For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;
- B. For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and
- C. For reasonable expenses directly attributable to termination.

Contractor shall not be paid for any loss of anticipated profits or revenue for any Work not performed prior to termination, nor for any economic loss arising out of or resulting from such termination, except for the payments listed in this section. Contractor's warranty under Section 14 of this Agreement shall apply, and Contractor shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

28. TERMINATION FOR BREACH OF CONTRACT

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

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

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

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work,

waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

If Contractor should commence any bankruptcy proceeding, or if Contractor is adjudged a bankrupt, or if Contractor makes any assignment for the benefit of creditors, or if a receiver is appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice as provided in Section 28 above.

30. SURETIES' OBLIGATIONS UPON TERMINATION

If the City terminates the Contract pursuant to Section 28 or Section 29 above:

- A. The Surety under Contractor's performance bond shall be fully responsible for all of the Contractor's remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Contractor's obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.
- B. The Surety under Contractor's payment bond shall be fully responsible for the performance of all of the Contractor's remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

31. ACCOUNTING RECORDS OF CONTRACTOR

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

32. 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 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 Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set for opposite their names.

CONTRACTOR

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

DATE August 8, 2016

BY Christian Madsen
Christian Madsen

Print Name
President

Title

BY Rosemary C.B. Reynolds
Rosemary C.B. Reynolds

Print Name
Secretary

Title

68-0129681

Federal ID#

C1198091

State ID#

1014749

City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

Type of Business Entity (check one):

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

CITY OF SACRAMENTO
a municipal corporation

DATE _____

BY _____
For: John F. Shirey, City Manager

Original Approved As To Form:

Attest:

City Attorney

City Clerk

**CITY OF SACRAMENTO
PAYMENT BOND**

Bond No.: 704810-P
Premium: Included in Conjunction with
Performance Bond

Page 1 of 1

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: **MADSEN ROOFING & WATERPROOFING, 5960 BRADSHAW ROAD, SACRAMENTO, CA 95829** hereinafter called Contractor, a contract for construction of:

SEQUOIA ROOF REPLACEMENT (C13900310)

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

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

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):
DEVELOPERS SURETY AND INDEMNITY COMPANY 17771 Cowan Ave., Ste. 100, Irvine, CA 92614,
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of **FIVE HUNDRED NINETY-EIGHT THOUSAND FOUR HUNDRED NINETY-ONE DOLLARS AND NO CENTS (\$598,491.00)**, on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

It is hereby stipulated and agreed that this bond shall inure to the benefit of all persons, companies, corporations, political subdivisions, State agencies and other entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions, so as to give a right of action to them or their assigns in any suit brought upon this bond. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on August 8, 2016.

MADSEN ROOFING & WATERPROOFING, INC.
(Contractor) (Seal)
By Christian Madsen
Title Christian Madsen, President

DEVELOPERS SURETY AND INDEMNITY COMPANY
(Surety) (Seal)
By Karen Amin
Title Karen Amin, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

City Attorney

Agent name & Address ALLIANT INSURANCE SERVICES, INC. 641 S. Ham Ln., Ste. B, Lodi, CA 95242
Agent Phone # (209) 333-1136
Surety Phone # (916) 924-8655
California License # 0C36861

**CITY OF SACRAMENTO
PERFORMANCE BOND**

Bond No.: 704810-P
Premium: \$7,319.00
Page 1 of 1

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: **MADSEN ROOFING & WATERPROOFING, 5960 BRADSHAW ROAD, SACRAMENTO, CA 95829:**

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

SEQUOIA ROOF REPLACEMENT (C13900310)

which contract is by reference incorporated herein and made a part hereof as if the Surety named below were a party to the contract, and is hereinafter referred to as the Contract; and

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

NOW, THEREFORE, we the Contractor and *(here insert full name and address of Surety):*

DEVELOPERS SURETY AND INDEMNITY COMPANY 17771 Cowan Ave., Ste. 100, Irvine, CA 92614,

a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of:

FIVE HUNDRED NINETY-EIGHT THOUSAND FOUR HUNDRED NINETY-ONE DOLLARS AND NO CENTS (\$598,491.00), for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on August 8, 20 16.

MADSEN ROOFING & WATERPROOFING, INC.

(Contractor) (Seal)
By Christian Madsen
Title Christian Madsen, President

DEVELOPERS SURETY AND INDEMNITY COMPANY

(Surety) (Seal)
By Karen Amin
Title Karen Amin, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

City Attorney

Agent name & Address Alliant Insurance Services, Inc.
641 S. Ham Ln., Ste. B
Agent Phone # (209) 333-1136
Surety Phone # (916) 924-8655
California License # 0C36861

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Joaquin)

On August 8, 2016 before me, Jennifer Loper, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Jennifer Loper

(Seal)



**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

*****Jennifer Loper, Daniel M. Connolly, David Schnapp, Karen Amin, jointly or severally*****

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

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



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 8th day of August, 2016.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/8/2016

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 Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. LIC #0726293 3697 Mt. Diablo Blvd., Suite 300 Lafayette CA 94549	CONTACT NAME: Certificate Department
	PHONE (A/C, H.O., Ext.): 925-299-1112 FAX (A/C, No.): 925-299-0328 E-MAIL ADDRESS: CertRequests@ajg.com
INSURED MADSROO-01 Madsen Roofing & Waterproofing, Inc. P.O. Box 277730 Sacramento, CA 95827	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Tokio Marine Specialty Ins Co 23850
	INSURER B: American Fire and Casualty Company 24066
	INSURER C: Redwood Fire and Casualty Insurance 11673
	INSURER D:
	INSURER E:
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2101669503 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 <input checked="" type="checkbox"/> \$5,000 <input checked="" type="checkbox"/> PD Ded Per Occ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	PPK1400243	10/1/2015	10/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP 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 <input checked="" type="checkbox"/> Comp/Coll: <input checked="" type="checkbox"/> \$500 Ded	Y	Y	BAA (16) 56931064	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			PUB516346	10/1/2015	10/1/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MAWC605004	10/1/2015	10/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Sequoia Roof Replacement (C13900310), 551 Sequoia Pacific Boulevard, Sacramento, CA 95811.
ADDITIONAL INSURED(S): City of Sacramento, its officials, employees and volunteers.

CERTIFICATE HOLDER City of Sacramento Attn: Tim Hopper, Dept. of Public Works 5730, 24th Street, Building 4 Sacramento CA 95822	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

GENERAL LIABILITY:

- * Additional Insured if required by written contract per attached form CG2033 0413 [ONGO].
- * Additional Insured if required by written contract per attached form CG2037 0413 [COOP].
- * Additional Insured - Designated Person or Organization applies if required by written contract per attached form CG2026 0413.
- * Designated Construction Project(s) General Aggregate Limit applies if required by written contract per attached form CG2503 0509.
- * Coverage is Primary/Non-Contributory if required by written contract per attached form CG2001 0413.
- * Waiver of Subrogation if required by written contract per attached form CG2404 0509.

AUTOMOBILE LIABILITY:

- * Additional Insured if required by written contract per attached form CA8810 0113.
- * Coverage is Primary & Non-Contributory if required by written contract per attached form CA8810 0113.
- * Waiver of Subrogation if required by written contract per attached form CA8810 0113.

WORKERS' COMPENSATION:

- * Waiver of Subrogation if required by written contract per attached form WC990410A (Ed 07-07).

EXCESS LIABILITY:

- * Underlying General Liability, Automobile Liability, and Employers' Liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

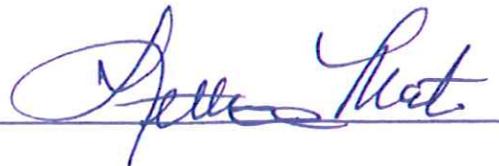
- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement you have entered into with the additional insured; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS WHERE REQUIRED BY WRITTEN CONTRACT PRIOR TO LOSS.	ALL COVERED LOCATIONS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

Each of your construction projects located away from premises owned by or rented to you.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION AS WHERE REQUIRED BY WRITTEN CONTRACT
PRIOR TO LOSS.

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

The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of Section
IV – Conditions:

We waive any right of recovery we may have against
the person or organization shown in the Schedule
above because of payments we make for injury or
damage arising out of your ongoing operations or
"your work" done under a contract with that person
or organization and included in the "products-
completed operations hazard". This waiver applies
only to the person or organization shown in the
Schedule above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

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SECTION II – LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II – LIABILITY COVERAGE, paragraph A.1. –WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II – LIABILITY COVERAGE, paragraph A.1. –WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II – LIABILITY COVERAGE, paragraph A.1. –WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II – LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V – DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 – 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V – DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

- B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V – DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph D. Deductible of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph D. Deductible of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. TWO OR MORE DEDUCTIBLES

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. Member, if you are a limited liability company;
 - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V – DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V – DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A.– CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.



WORKER'S COMPENSATION CERTIFICATION

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

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

- "(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

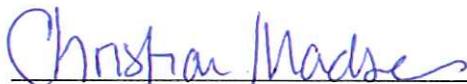
To be signed by authorized corporate officer or partner or individual submitting the Proposal. If Bidder is: (example)

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: August 8, 2016

Contractor Madsen Roofing & Waterproofing, Inc.

By 
Signature

PAY REQUEST APPLICATION

PROJECT: SEQUOIA ROOF REPLACEMENT
 CONTRACTOR: MADSEN ROOFING AND WATERPROOFING
 PURCHASE ORDER NO.: _____ COST CENTER (PROJ NO.): C13900310
 INVOICE NO.: _____ PERIOD ENDING DATE: _____

ORIGINAL CONTRACT AMOUNT: \$598,491.00

CHANGE ORDER NO. 1	_____	
CHANGE ORDER NO. 2	_____	
CHANGE ORDER NO. 3	_____	
CHANGE ORDER NO. 4	_____	

NET CHANGE BY CHANGE ORDERS: _____

TOTAL ADJUSTED CONTRACT AMOUNT TO DATE: \$598,491.00

BALANCE OF CONTRACT TO FINISH: \$598,491.00

TOTAL WORK COMPLETED: _____

LESS 5% RETENTION: _____

LESS PREVIOUS PAYMENTS: _____

AMOUNT DUE THIS INVOICE: _____

Labor compliance (payrolls, etc.) is current and submitted for this Pay Request

Approved
 By (Prime Contractor) _____ Date: _____

Submit To: Department of Public Works
 Architects & Engineers
 5730 24th Street, Bldg. 4
 Sacramento, CA 95822

Approved
 By (Resident Const. Inspector) _____ Pete Kroger _____
 Approved
 By (Project Manager) _____ Kevin Love _____
 Approved
 By (Labor Compliance) _____ Date: _____

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

B16014521003

Specifications and Drawings

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City of Sacramento

Sequoia Pacific Roof Replacement

PART I - GENERAL

1.01 Description

- A. This guide specification describes typical application methods for a mechanically attached 60-mil, TPA (Tri-Polymer Alloy) single ply roof system.
- B. Related Work
 - 1. Sheet Metal
 - 2. Sealants and Caulking

1.02 Scope of Work

- A. The roofing contractor shall furnish and install specified roofing and related components to the City of Sacramento.
- B. Work includes:
 - 1. Removal of roofing membrane, base flashings, counter-flashings, insulation, and penetration flashings.
 - 2. Inspection of roof deck and deck replacement as necessary.
 - 3. Installation of 2" polyisocyanurate insulation.
 - 4. ¼" Dens-Deck mechanically attached to deck.
 - 5. Installation of new mechanically attached TPA membrane and edge metal.
 - 6. Installation of fully adhered base flashings.
 - 7. Installation of gutter restoration coating.
 - 8. Installation of walkway rolls, counter flashings and gas line painting.
- C. The roof shall be left watertight with no exposed insulation at the end of each work day.
- D. Walk-pads will be installed to match existing pattern.

1.03 Performance Requirements

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.

- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.
- C. Flashings: Provide base flashings, perimeter flashings, detail flashings and component materials that comply with requirements and recommendations of the following:
 - 1. FMG 1-49 Loss Prevention Data Sheet for Perimeter Flashings.
 - 2. FMG 1-29 Loss Prevention Data Sheet for Above Deck Roof Components.
 - 3. NRCA Roofing and Waterproofing Manual (Fifth Edition) for construction details, as modified by FMG requirements indicated.
 - 4. SMACNA Architectural Sheet Metal Manual (Fifth Edition) for construction details.

1.04 Quality Assurance

- A. Pre-installation Conference: Conduct conference at Project site(s). Review methods and procedures related to roofing system installation including, but not limited to, the following:
 - 1. Meet with Owner Representative, Roof System Manufacturer's Representative, Installer, and installers whose work inter-faces with or affects roofing including installers of roof accessories and roof-mounted equipment.
 - 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 - 3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 - 5. Review structural loading limitations of roof deck during and after roofing.
 - 6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 - 7. Review governing regulations and requirements for insurance and certificates if applicable.
 - 8. Review temporary protection requirements for roofing system during and after installation.
 - 9. Review roof observation and repair procedures after roofing installation.
 - 10. Manufacturer to make a minimum of 3 spot inspections per week for the duration of the project. Written reports and photos to be emailed to the Owner after each visit.
- B. Source Limitations: Obtain components for membrane roofing system from or approved by Tremco or Owner approved equal.

- C. Upon completion of the installation, an authorized manufacturers' Technical Service Inspector shall inspect the completed roof to verify that the visible elements of the installation have been installed in accordance with the specifications, detail drawings, and approved changes.

1.05 Submittals

- A. PRODUCT DATA: Spec data sheets for roofing materials.
- B. MSDS: For all roofing materials

1.06 Product Delivery, Storage and Handling

- A. Materials shall be delivered in the original, unopened containers.
- B. All products shall be delivered to the job site with the manufacturer's labels on each roll or container. When required, the label shall also indicate the specified code/insurance approvals.
- C. All materials shall be stored flat, elevated from the roof or deck, protected with waterproof covers as necessary to keep the materials dry. The plastic wrap on the TPA rolls is not intended as a waterproof cover.
- D. All materials shall be protected from damage.
- E. Materials damaged in handling or storage shall not be used without authorization by the manufacturer. Unsalvageable materials shall be replaced at the contractor's expense.
- F. Material Safety Data Sheets, available from the manufacturer, shall be reviewed.
- G. Coordinate material storage with Owner. Materials stored on roof shall be secured at all times.

1.07 Job Conditions

- A. TPA roofing systems shall not be installed during periods of precipitation. TPA membrane may be installed under certain adverse weather conditions (temperature and humidity), contact manufacturer for precautions that should be followed.
- B. Only as much of the new roofing as can be made weathertight each day shall be completed in accordance with the specifications, including all field flashings.
- C. All work shall be scheduled and executed without exposing the interior building area(s) to the effect of inclement weather. The existing building and its content shall be protected against all risks associated with installation of the roof system.

- D. All surface areas to receive new insulation, membrane or flashings, shall be thoroughly dry. Should surface moisture occur, the contractor shall provide necessary materials and equipment to dry the surface area affected prior to installation.
- E. All areas contaminated by dirt, debris, and dust shall be cleaned from surfaces by vacuuming, sweeping or power blowing.
- F. When storing material on the roof and during application, the roofing contractor shall ensure that overloading of the deck and structure does not occur.
- G. Any deteriorated deck or flashing substrate which is discovered shall be promptly reported to the City or designated representative.
- H. The roofing contractor shall investigate all existing gutter drain lines. Non-functioning drains shall be reported to the Owner prior to job start. It is the responsibility of the roofing contractor to insure adequate connection of the gutters to the drain lines.
- I. The roofing contractor shall investigate the structural deck on the building to determine the type and length of fastener required.
- J. If waste products, petroleum, grease, oil, solvents, mineral oil, and other contaminants come into contact with the TPA roofing membrane, contact manufacturer for precautions and cleaning procedures.
- K. Site clean-up, including both interior and exterior building areas that have been affected by the roof installation, shall be completed to the Owner's satisfaction. All landscaped areas affected shall be raked clean and seeded, as required.
- L. All roofing, insulation flashings and metal work removed during construction shall be immediately removed from the site to a regulated legal dumping area authorized to receive such materials.

1.08 Warranty / Guarantee

- A. Guarantee:
 - 1. Upon project completion and Owner acceptance, effective upon complete payment, Contractor shall issue Owner a guarantee against defective workmanship and materials for a period of two (2) years.
- B. Warranty:
 - 1. Upon project completion, manufacturer acceptance, and once complete payment has been received by both Contractor and manufacturer, the manufacturer shall deliver to the Owner a twenty (20) year Roofing System

Quality Assurance Warranty. The manufacturer will, during the second, fifth, tenth, and fifteenth year of this warranty, provide the following for the roof system:

- a. Inspection by a Tremco Technical Service Representative and delivery of a written inspection report documenting roof conditions.

PART II - PRODUCTS

2.01 General

- A. All components of the Tremco TPA Single Ply System shall be manufactured, supplied, or accepted in writing by Tremco or Owner approved equal manufacturer.

2.02 Tri-Polymer Alloy Membrane

- A. The membrane shall be Tremco 60 mil TPA, a tri-polymer alloy, polyester reinforced roofing system as supplied by Tremco, Inc. or Owner approved equal. The sheet shall conform to the properties listed below. NOTE: The physical properties listed below are typical values.
 1. Color: White (top)/Gray (bottom)
 2. Roll Size: 78" wide x 90' long
 3. Weight: 4.5 oz. ft² (nominal)
 4. Thickness ASTM D-751: 60 mil (nominal)
 5. Breaking Strength ASTM D-751: 350 lbs x 325 lbs
 6. Seam Strength ASTM D-638: 90%
 7. Elongation @ Break ASTM D-751: 40% X 30%
 8. Heat Aging ASTM D-3045: 80% x 80%
 9. Tear Strength ASTM D-751: 100 lbs x 100 lbs
 10. Low Temperature Bend ASTM D-2136: Pass (-40 F)
 11. Permeance ASTM E-96: 0.003 Perms
 12. Hydrostatic Resistance ASTM D-751: 400 psi
 13. Ozone Resistance ASTM D-1149: PASS – No cracks after 168 hours exposure at 100 degrees F.

2.03 Related Materials

- A. Flashings
 1. Tremco TPA Membrane Flashing: TPA membrane.
 2. TPA Coated Metal: .020@ thick membrane laminated to 24 gauge G-90 galvanized steel with acrylic backwash coating.
 3. Tremco TPA Prefabricated Flashing: pipe boots, inside corners, outside corners.

- B. Flashing Adhesive: Tremco TPA Bonding Adhesive LV.
- C. Sealants: Tremco Polyurethane Sealants
- D. Insulation:
 - 1. 2" thick, polyisocyanurate roofing insulation.
- E. Mechanical Termination: Approved plates and screws.
- F. Cover Board:
 - 1. Dens-Deck or Securock– ¼" thickness
- G. Cover Board Fasteners:
 - 1. Tremco recommended fasteners.
 - 2. Length: Sufficient to penetrate deck a minimum of ¾".
- H. Membrane Fasteners:
 - 1. Tremco recommended fasteners.
 - 2. Length: Sufficient to penetrate deck a minimum of ¾".
- I. Insulation Plates: Tremco 3" diameter, galvanized metal plates
- J. Roof Traffic Pads: Tremco TPA Walkway Roll
- K. Gutter Restoration Coating: Alumination 301
- L. Gutter Lap Sealant: Solargard Seam Sealer and Permafab
- M. Blocking: Durablocks

2.04 Counter flashings

- A. Sheet metal:
 - 1. Re-use existing copings and counterflashings. Skirt the top of the roofing membrane with new 24 gauge, galvanized sheet metal with hemmed drip edges, where the existing counter flashing will not sufficiently extend past the roofing termination.

PART III - EXECUTION

3.01 Pre-Job

- A. The Primary contractor, the manufacturer and Owner's representative shall conduct a pre-roofing conference before any work begins, so all parties involved in the

installation of the roofing system construction, or who may work on or through the roofing system, understand their obligations with respect to the roofing membrane.

3.02 Substrate Inspection

- A. A proper substrate shall be provided to receive the TPA roofing system. The roofing contractor shall notify the Owner and Tremco of any defects in the substrate. Work shall not proceed until the substrate has been repaired or replaced.
- B. Remove all loose debris from the surface.
- C. The roof surface shall be free of standing water.

3.03 Substrate Preparation

- A. Remove roof membrane, insulation, base flashings, penetration flashings and other flashings down to the substrate. Dispose of debris.
- B. Sweep the roof deck clean, and inspect the decking with a City representative prior to proceeding with the new roof installation.

3.04 Insulation and Cover Board

- A. Mechanically attach one layer of 2" thick polyisocyanurate insulation and one layer of cover board to the deck.
 - 1. Install 8 fasteners per 4' x 8' board.

3.05 Membrane Installation

- A. Placement:
 - 1. The Tremco TPA membrane shall be mechanically fastened to the structural deck. Contact Tremco for fastening requirements into different deck types.
 - 2. The perimeters and corners may require additional design consideration to develop the necessary resistance for wind conditions. Contact Tremco for additional information if the building is located where winds may exceed standard warranty conditions or special code provisions are required.
 - 3. The membrane shall be cut to fit neatly around all penetrations and roof projections.
 - 4. The roofing membrane shall be unrolled and positioned with a minimum 4 ½" overlap. Laps shall be shingled with, or run parallel to, the slope of the roof.
- B. Attachment:
 - 1. The TPA membrane is secured using Tremco plates and #14 fasteners.
 - 2. The spacing of the fasteners used to secure the TPA membrane sheets, prior to welding the seams, is 12" in the field and 6" at the perimeter.
 - 3. Secure the membrane with fasteners and plates around curbs and other

penetrations with the same fastener spacing used to secure the perimeter sheets.

4. Position and secure the edge of each field sheet prior to welding the adjacent sheet to it.
5. Secure the membrane at all angle changes in the substrate using the same spacing used for the perimeter sheets. This procedure is required regardless of the cause of the angle change.

C. Seaming:

1. The overlapping sheets shall be welded using hot air welding equipment. The areas must be dry and must be clean. The contractor must ensure that dirt or debris does not interfere with the seaming process.
2. The equipment settings and alignment adjustments must be checked continuously during each day to ensure complete fusion within the welded area and a smooth, wrinkle-free seam.
3. Welds using the automatic welder shall be a minimum of 1 1/2" wide.
4. All hand welds shall be a minimum of 2" wide.
5. Membrane to TPA metal seams can be welded using an automatic welder or hand held equipment. Minimum seam widths as outlined above must be followed. Fasteners that secure the coated metal flashing shall not be located within the seam. Provide sufficient flange width (min. 5.0") on all flashings to allow for this requirement. Automatic welder settings will differ from membrane to membrane settings when welding membrane to coated metal.
6. The seams shall be checked for continuity and integrity. All imperfections must be corrected.

D. Membrane Termination and Securement

1. The TPA membrane shall be secured at all terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, rising wall, penthouse, etc...
2. Securement shall be provided at all angle changes in the deck (changes in roof plane) or insulation taper: inside angles more than 1" per foot from the plane of the roof, ridge angles that exceed 1" per foot total angle change.
3. Securement shall be achieved using TPA coated metal flashing, adequately fastened to treated wood nailers, or Tremco fasteners (and plates) spaced according to deck type.
4. All terminations and fasteners shall be sealed within a lap or covered with a strip of TPA membrane, its perimeter continuously welded to the field sheet.

3.06 Membrane Flashing

- A. All flashings shall be installed as shown on the detail drawings or the manufacturer's standard details. All TPA membrane shall be installed concurrently with the roof membrane as the project progresses. No temporary flashings shall be allowed without prior written approval of the authorized Tremco agent. If any water is allowed to enter under the new roofing due to incomplete flashings, the affected

area shall be removed and replaced at contractor's expense.

- B. Flashings shall not be applied over existing thru-wall flashings or weep holes. All flashings shall extend a minimum of 8-inches above roof level unless previously accepted by Owner representative and an authorized Tremco agent.
- C. All TPA membrane base flashings shall be fully-adhered to a dry, smooth solvent-resistant and compatible substrate using Tremco TPA Bonding Adhesive LV.
 - 1. When the surface is dry, TPA membrane flashings shall be cut to proper width and length, wall shall be coated evenly with Tremco TPA Bonding Adhesive LV at a rate of approximately 1 gal/120sq.ft., rates will vary depending on ambient temperature and surface condition. Flashing membrane shall be rolled carefully onto the previously prepared substrate taking care to avoid wrinkles.
 - 2. No adhesive shall be applied to lap (seam) areas that are to be welded to flashings or adjacent membrane sheets by means of hot-air welding procedures.
 - 3. Care should be taken to ensure that the flashing does not bridge where there is a change of direction.
- D. The top of the installed flashing shall be fastened under metal counter flashing, under skirt metal, or through metal reglet. The maximum distance between fasteners for TPA flashings shall be 8" through flat bar or through metal reglet.
- E. Skirt all equipment curbs and copings with new, galvanized 24 gauge sheet metal skirting with hemmed drip edge. Extend the skirting a minimum of 3" past the top of the fastened base flashing. Existing copings can stay in place without removal and reinstallation.
- F. Lift equipment that is placed on sleepers, roof in sleepers, then reinstall equipment.

3.07 Roof Penetrations

- A. All penetrations (pipes, supports, soil stacks, curbs, etc.) Passing through the roofing membrane shall be flashed in accordance with Tremco details.
- B. The flashing seal shall be made directly to the penetration passing through the roof system unless the surface temperature of the penetration exceeds 140 F; surfaces with temperatures that exceed 140 F must have the flashing insulated from the heat source. Contact Tremco for assistance.
- C. Existing flashing, including pitch pans, shall be removed before new flashings are installed during retrofit projects.
- D. Use premolded corners to complete flashings of curbs, parapets, pitch pockets and other vertical surfaces.
- E. Use Tremco premolded boots to flash circular penetrations 1" to 8" diameter; boots

must be pulled over the top of the penetration, do not split the boot.

F. All others shall be field fabricated using TPA membrane or TPA coated metal.

3.08 Edge Metal

- A. Install new TPA clad edge metal at all roof edges with gutters.
 - 1. Edge metal fascia at gutters shall be a minimum of 3" in height, and does not need to be cleated. Notch as needed at gutter clips.

3.09 Gutters

- A. Clean gutters and seal laps with Solargard Seam Sealer and 4" Permafab polyester reinforcement.
- B. Coat the interior of the gutters with Alumination 301 at a rate of 2 gallons per 100 square feet.

3.10 Walkways

- A. Install walkways to match existing layout.
- B. Install in accordance with the manufacturer's warranty instructions.

3.11 Membrane Repair

- A. Correction of damage to the membrane may be accomplished by hot-air welding a membrane section over the affected area.
- B. If the defect is not smooth, cut out and remove enough material to provide an even surface. If any mechanical fasteners are encountered, the repair should include provisions to fasten the repair materials.
- C. Repair materials shall overlap the field sheet a minimum of 3" to provide adequate room for a proper weld. Hand welds shall be a minimum of 2"; machine welds shall be a minimum of 1 ½".
- D. Cut all corners of repair materials round.

3.12 Cleaning

- A. Keep premises free from accumulation of waste and debris. At the completion of the work and as necessary during the progress of the work, remove from the premises surplus materials, waste, and debris.

- B. Upon completion, thoroughly clean surfaces in a manner that will not affect the finish appearance or weather tightness.
 - 1. Clean off glue and scuff marks as found on the roof surface.

END OF SECTION