

PROJECT #: 277534  
PROJECT NAME: Central Library Chiller Renewal  
DEPARTMENT: General Services  
DIVISION: Facility Development

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

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

*Indoor Environmental Services  
1512 Silica Avenue  
Sacramento, CA 95815  
Phone: (916)988-8808 / Fax: (916)348-3020*

("CONSULTANT"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to CITY the services described in Exhibit A. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit A. CONSULTANT shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONSULTANT notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONSULTANT estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
2. **Payment.** CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONSULTANT for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONSULTANT shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONSULTANT uses for billing clients similar to CITY.
3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONSULTANT only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONSULTANT and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

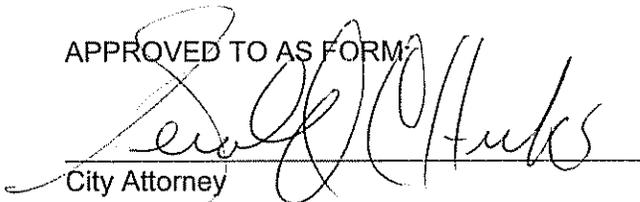
5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONSULTANT is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
6. **Authority.** The person signing this Agreement for CONSULTANT hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONSULTANT and to bind CONSULTANT to the performance of its obligations hereunder.
7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

By: \_\_\_\_\_  
Marty Hanneman, Assistant City Manager  
For: Ray Kerridge, City Manager/ April 11, 2007

APPROVED TO AS FORM:

  
\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Attachments

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

**CONSULTANT:**

INDOOR ENVIRONMENTAL SERVICES

NAME OF FIRM  
68-0262819

Federal I.D. No.  
35452606 EDD #

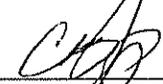
State I.D. No.

147419

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

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

  
\_\_\_\_\_  
**Signature of Authorized Person**

Charlie Butts, President  
\_\_\_\_\_  
Print Name and Title

  
\_\_\_\_\_  
Additional Signature (*if required*)

Stan Butts, Vice President  
\_\_\_\_\_  
Print Name and Title

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Name of Consultant: INDOOR ENVIRONMENTAL SERVICES

Address: 1512 Sillica Avenue, Sacramento, CA 95815

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

1. Consultant has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Agreement, Consultant agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Consultant understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

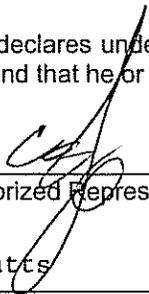
Consultant agrees that if Consultant offers any of the above-listed employee benefits, Consultant will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

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

after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Consultant understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
  - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
  - h. Consultant takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Consultant to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
  - i. In the event Consultant cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Consultant provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Consultant understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Consultant understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Consultant to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Consultant understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Consultant further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Consultant also agrees to prominently display a poster informing each employee of these rights.
7. Consultant understands that Consultant has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Consultant agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Consultant.

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

  
\_\_\_\_\_  
Signature of Authorized Representative

4/2/07  
\_\_\_\_\_  
Date

Charlie Butts  
\_\_\_\_\_  
Print Name

President  
\_\_\_\_\_  
Title

**EXHIBIT A**

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Keith Roberts, Project Manager  
5739 24<sup>th</sup> Street, Bldg. #4  
Sacramento, Ca 95822  
Phone: (916)808-4726 / Fax: (916)808-8337*

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

The CONSULTANT Representative for this Agreement is:

*Dave Shurtz, Director of Customer Service  
1512 Silica Avenue  
Sacramento, CA 95815  
Phone: (916)988-8808 / Fax: (916)348-3020*

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

**2. Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is required for this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

**3. Scope of Services.**

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

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

**Time of Performance = 75 Calendar days from date of Notice to Proceed**

**Agreement Expires June 30, 2007**



Attachment 1 to Exhibit A

January 10, 2007

City of Sacramento/ Dept of General Services  
Design/Build Services RFP # P073282009  
915 I Street, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

Subject: Central Library Chiller Renewal  
Location: 828 I Street, Sacramento, CA

Att : Katherine Robbins

IES is pleased to present the following proposal and thanks you for this opportunity to be of service to you. Our detailed proposal is based on all information and knowledge we have accumulated as of this date.

**DESIGN BASIS:**

Retrofit existing chiller # 2, 230 ton McQuay water cooled chiller with three Danfoss Turbocor compressors

**ASSUMPTIONS and CLARIFICATIONS:**

- We assume that the existing Evaporator and condenser barrels are in good condition. IES cannot warrant the performance of existing Barrels
- This proposal is based on the assumption that unfettered access to the work areas will be provided to IES and its subcontractors.
- IES has viewed the City's web site regarding all questions and answers from all venders and our proposal has taken all questions into account.

**SCOPE OF WORK:**

- Recover refrigerant in chiller number 2.
- Remove all components on existing chiller number 2 but leaving both barrels.
- Furnish and install 3 new 80 ton Danfoss Turbocor compressors in place of existing compressor.
- Engineer and install all necessary piping, ball valves, headers, so new compressors will work with existing barrels.
- Provide control system upgrade to allow real time chiller system integration to a Tridium Controller.
- Provide a chiller water flow meter to calculate chiller BTU at the EMS System.
- Provide Electrical power meter to include controller, CT shorting assembly, CT current transformers and LonWorks communication module and display of the data on the EMS system.
- Install a Kiltech graphic user interface to control chiller and integrate the Kiltech panel into the building automation system.
- The chiller shall use the enable and disable from the Siebe system as input for the chiller controls to start and stop the chiller

*Optimizing Our Customers Facility Solutions*



January 10, 2007



- Allow interface with chilled water and condenser water system and the ability to modify controls and set points as necessary for proper operation of existing chiller number 1 and new Turboacor chiller
- IES has attached engineering data from Danfoss Turboacor supporting the ENERGY EFFICIENCY (IPLV) of the new retrofitted chiller.
- Remove and properly dispose of existing equipment, including proper refrigerant recovery and disposal.
- Furnish and install all necessary line voltage and control wiring from existing source to new equipment.
- Furnish all required plans and drawings for permit acquisitions.
- Provide all necessary rigging and trucking of removed and new equipment to and from project site.
- Furnish union craftspeople, material and applicable taxes.
- Furnish and install all necessary refrigerant piping for new equipment, including bracing and strapping as needed.
- Provide and install all necessary bracing and strapping of materials installed for this project.
- Perform a complete start-up and test of new equipment to ensure proper system operation.
- 5+2 warranty (Five year parts and Two year labor).

Indoor Environmental Services' price to complete the above scope of work including labor, materials, and tax, will be **\$158,730.00**. Net terms: 30 days. This proposal is subject to a mutually agreeable work schedule and is valid for 15 days. Please see attached "General Terms and Conditions".

**EXCLUSIONS:**

- Asbestos removal
- Burglar bars
- Repair existing equipment
- Painting
- Any work not mentioned above

Thank you for allowing IES the opportunity to serve you. If we can supply further information, or if you have any questions please do not hesitate to contact us at any time.

Sincerely,

Indoor Environmental Services

Dave Shurtz  
Director of Customer Service  
(916) 343-4640 cell  
dshurtz@ies-hvac.com



## Retrofit Performance Calculations

**Contractor** Turbocor Internal Calculation  
**Customer** City of Sacramento, Central Library, Request for Proposal PO73283009  
**Unit** Chiller #2, McQuay model PEH063, 230-ton, R-134a, one-compressor, water-cooled, centrifugal chiller (Chiller was previously converted from R-500 to R-134a)  
**Calculation By** Scott Strong, Technical and Applications Support Manager  
 Danfoss Turbocor Compressors Inc. Tel (310) 634-8805, scott.strong@turbocor.com  
**Software** Turbocor Selection Software, Version 1.0.54  
**Date** January 2, 2007  
**Pages** Three

### Operating Conditions at 100% Capacity

|   |     |                                     |
|---|-----|-------------------------------------|
| <b>Cooling Capacity</b>                 | 230 | <b>Tons Refrigeration</b>           |
| <b>Saturated Suction Temperature</b>    | 34  | °F (The RFP states 56 EWT, 44 LWT)  |
| <b>Suction Superheat</b>                | 4   | °F (Typical for McQuay evaporators) |
| <b>Saturated Condensing Temperature</b> | 100 | °F (The RFP states 78 EWT, 90 LWT)  |
| <b>Liquid Line Temperature</b>          | 90  | °F (Typical for McQuay condensers)  |

### Performance (kW/TR) At

100% 0.77                      75% 0.58                      50% 0.42                      25% 0.39

### Integrated Part Load Value (IPLV) Per ARI 550/590-2003

**IPLV (kW/TR)**                      0.47                      **IPLV (COP)**                      7.45                      **IPLV (EER)**                      25.4

### Notes

- 1) This document is the performance calculation of a Turbocor compressor retrofit to an existing machine.
- 2) These calculations were made with the Turbocor Compressor Selection Program, refer attached printout.
- 3) Water-side operating temperatures were obtained from the "Request for Proposal" PO73283009.
- 4) Refrigerant-side operating temperatures are based upon typical conditions for an older McQuay chiller.
- 5) Although this chiller has been converted from R-500 to R-134a, I assume that capacity remains 230-tons.
- 6) Integrated Part Load Value (IPLV) calculations were made per ARI standard 550/590-2003.
- 7) This retrofit involves replacing one 230-ton compressor with three 80-ton compressors.
- 8) The attached calculations show the performance of one each nominal 80-ton compressor operating at maximum 78 tons (Total 234 tons to be conservative).
- 9) The performance for 230 tons is shown below.

| VALUE                              | 100%  | 75%   | 50%   | 25%  |
|------------------------------------|-------|-------|-------|------|
| kW Power Input                     | 180.9 | 101.4 | 49.5  | 24.1 |
| Tons Capacity Output               | 234.0 | 175.5 | 117.0 | 58.8 |
| kilowatts per Ton of Refrigeration | 0.77  | 0.58  | 0.42  | 0.39 |

- 10) Actual operating conditions after the previous refrigerant conversion have not been provided. These calculations are based upon assumed operating conditions.



Screen Shot from the Turbocor Selection Software

**Inputs:**  
 Required Evaporator Capacity [Tons]  Suction Superheat [R]   
 Sat Suction [deg F]  R134a Extended Range  
 Sat Discharge SDT [deg F]  450 VAC  
 Liquid Temperature at EXV [deg F]

| Model         | Cooling | Te(sat) | Tc(sat) | Sucn SI | Liq_T | VAC | Power | kW/ton | RPM   | IGV%     | M1    | AMPS |
|---------------|---------|---------|---------|---------|-------|-----|-------|--------|-------|----------|-------|------|
| R134a Extende | 78      | 34      | 100     | 10      | 90    | 460 | 60.3  | 0.77   | 34519 | 110%     | 3.795 | 83.4 |
| R134a Extende | 58.5    | 35.5    | 88      | 10      | 80.5  | 460 | 33.8  | 0.58   | 29634 | 110%     | 2.704 | 49.4 |
| R134a Extende | 39      | 39      | 76      | 10      | 71    | 460 | 16.5  | 0.42   | 24375 | 110%     | 1.717 | 27   |
| R134a Extende | 19.5    | 41.5    | 70.5    | 10      | 68    | 460 | 7.7   | 0.39   | 21066 | Part Var | 0.843 | 13.8 |

No Errors

Evaporator Load  
 Evaporator Flow

Status: 1/2/2007 2:05 PM

Abbreviations

- Cooling Capacity in Tons of Refrigeration
- Te(sat) Evaporator Saturated Refrigerant Temperature
- Tc(sat) Condenser Saturated Refrigerant Temperature
- Sucn SI Suction Superheat Temperature
- Liq\_T Liquid Line Subcooling Temperature
- VAC Volts, Alternating Current
- Power kiloWatts Electrical Input
- kW/ton Efficiency, KiloWatts Energy input per Ton of Refrigeration output
- RPM Impeller Revolutions per Minute
- IGV% Inlet Guide Vane Percent Open (110% is a pre-rotation position)
- M1 Mass Index
- Amps Compressor Amperage



Worksheet used to calculate IPLV

### Water-Cooled Chiller Worksheet

Condenser Relief per ARI Standard 550/590-2003. Operation at 100% capacity by customer.  
 Integrated Part Load Value (At 25%, 50%, 75%, and 100%) per ARI Standard 550/590-2003.

|  |   |             |            |            |            |              |                            |            |            |             |            |             |                 |
|--|---|-------------|------------|------------|------------|--------------|----------------------------|------------|------------|-------------|------------|-------------|-----------------|
| <b>Job Name</b>  | Sacramento Central Library  |             |            |            |            |              |                            |            |            |             |            |             |                 |
| <b>Equipment</b>   | McQuay, PEH063, Two-compressor, water-cooled, centrifugal chiller |             |            |            |            |              |                            |            |            |             |            |             |                 |
| <b>Prepared By</b>   | Scott Strong  |             |            |            |            |              |                            |            |            |             |            |             |                 |
| <b>Refrigerant R-</b>  | 134a  | <b>Tons</b> |            |            | 78.0       | <b>Volts</b> |                            |            | 460        | <b>Date</b> |            |             | January 2, 2007 |
| <b>CAPACITY %</b>  | <b>10</b>   | <b>20</b>   | <b>25</b>  | <b>30</b>  | <b>40</b>  | <b>50</b>    | <b>60</b>                  | <b>70</b>  | <b>75</b>  | <b>80</b>   | <b>90</b>  | <b>100</b>  |                 |
| <b>Water Cooled Condenser</b>  |   |             |            |            |            |              |                            |            |            |             |            |             |                 |
| Conditions at 100%   | Entering Water Temperature  |             |            |            |            | 78.0         | Saturated Condensing Temp  |            |            |             |            | 100.0       |                 |
|  | Leaving Water Temperature   |             |            |            |            | 90.0         | Liquid Line Temperature    |            |            |             |            | 90.0        |                 |
| Saturated Cond Temp  | 67.2  | 69.4        | 70.5       | 71.6       | 73.8       | 76.0         | 80.4                       | 84.7       | 88.0       | 91.3        | 95.6       | 100.0       |                 |
| Liquid Line Temp   | 66.2  | 67.4        | 68.0       | 68.6       | 69.8       | 71.0         | 74.4                       | 77.7       | 80.5       | 83.3        | 86.6       | 90.0        |                 |
| Leaving Fluid Temp   | 66.2  | 67.4        | 68.0       | 68.6       | 69.8       | 71.0         | 74.4                       | 77.7       | 80.5       | 83.3        | 86.6       | 90.0        |                 |
| Entering Fluid Temp  | 65.0  | 65.0        | 65.0       | 65.0       | 65.0       | 65.0         | 67.2                       | 69.3       | 71.5       | 73.7        | 75.8       | 78.0        |                 |
| <b>Evaporator - Cooler Barrel (Constant Leaving Water Temperature)</b> |   |             |            |            |            |              |                            |            |            |             |            |             |                 |
| Conditions at 100%   | Entering Water Temperature  |             |            |            |            | 56.0         | Saturated Suction Temp     |            |            |             |            | 34.0        |                 |
|  | Leaving Water Temperature   |             |            |            |            | 44.0         | Suction Superheat (1-20 F) |            |            |             |            | 4.0         |                 |
| Entering Fluid Temp  | 45.2  | 46.4        | 47.0       | 47.6       | 48.8       | 50.0         | 51.2                       | 52.4       | 53.0       | 53.6        | 54.8       | 56.0        |                 |
| Leaving Fluid Temp   | 44.0  | 44.0        | 44.0       | 44.0       | 44.0       | 44.0         | 44.0                       | 44.0       | 44.0       | 44.0        | 44.0       | 44.0        |                 |
| Saturated Suction Temp   | 43.0  | 42.0        | 41.5       | 41.0       | 40.0       | 39.0         | 38.0                       | 37.0       | 36.5       | 36.0        | 35.0       | 34.0        |                 |
| <b>Compressor Selection Software</b>                                   |   |             |            |            |            |              |                            |            |            |             |            |             |                 |
| <b>Capacity Percent</b>  | <b>10%</b>  | <b>20%</b>  | <b>25%</b> | <b>30%</b> | <b>40%</b> | <b>50%</b>   | <b>60%</b>                 | <b>70%</b> | <b>75%</b> | <b>80%</b>  | <b>90%</b> | <b>100%</b> |                 |
| Capacity Tons  | 7.8   | 15.6        | 19.5       | 23.4       | 31.2       | 39.0         | 46.8                       | 54.6       | 58.5       | 62.4        | 70.2       | 78.0        |                 |
| Saturated Suction  | 43.0  | 42.0        | 41.5       | 41.0       | 40.0       | 39.0         | 38.0                       | 37.0       | 36.5       | 36.0        | 35.0       | 34.0        |                 |
| Saturated Condensing   | 67.2  | 69.4        | 70.5       | 71.6       | 73.8       | 76.0         | 80.4                       | 84.7       | 88.0       | 91.3        | 95.6       | 100.0       |                 |
| Liquid Line Temp   | 66.2  | 67.4        | 68.0       | 68.6       | 69.8       | 71.0         | 74.4                       | 77.7       | 80.5       | 83.3        | 86.6       | 90.0        |                 |
| Superheat (Ex: 10 F)   | 4.0   | 4.0         | 4.0        | 4.0        | 4.0        | 4.0          | 4.0                        | 4.0        | 4.0        | 4.0         | 4.0        | 4.0         |                 |
| Kilowatts  |   |             | 7.7        |            |            | 16.5         |                            |            | 33.8       |             |            | 60.3        |                 |
| Kilowatts per Ton  |   |             | 0.39       |            |            | 0.42         |                            |            | 0.58       |             |            | 0.77        |                 |
| Amps   |   |             | 13.8       |            |            | 27.0         |                            |            | 49.4       |             |            | 83.4        |                 |
| <b>Efficiency Ratings</b>  |   |             |            |            |            |              |                            |            |            |             |            |             |                 |
| <b>Capacity %</b>  |   |             | <b>25%</b> | <b>50%</b> | <b>75%</b> | <b>100%</b>  | <b>IPLV</b>                |            |            |             |            |             |                 |
| kW/TR (Kilowatts per Ton Refrig)                                       |   |             | 0.39       | 0.42       | 0.58       | 0.77         | 0.47                       |            |            |             |            |             |                 |
| COP (Coefficient of Performance)                                       |   |             | 9.03       | 8.38       | 6.07       | 4.57         | 7.45                       |            |            |             |            |             |                 |
| EER (Energy Efficiency Rating)   |   |             | 30.8       | 28.6       | 20.7       | 15.6         | 25.4                       |            |            |             |            |             |                 |

### **Quality of response**

Once IES is awarded the contract we would choose a project manager to manage the job. We will form the team to perform the work and build a schedule for the project and deliver to the City.

After the City reviews and accepts IES drawings and schedule we would kick the job off.

During the project IES would keep the City up to date on the project and the timeline and if we will maintain our completion date.

Once the project is running, tested and complete a final walk through and training will be scheduled with the City and all Owners manuals and submittals will be delivered.

### **Warranty**

IES will provide a 5 year material and a 2 year labor warranty on the project.

### **Energy Management System**

- Provide a Siebe control system upgrade to allow real-time chiller system integration to a Tridium Controller.
- Provide a chiller water flow meter; calculate chiller BTU at the EMS system.
- Provide an electrical power meter to include controller, Ct shorting assembly, CT current transformers and a LonWorks communication module and display on the data on the EMS system.
- Provide Chiller #2 hardwired control points; Chiller #2 Start/Stop, Chiller #2 CIWS Reset Setpoint, Chiller #2 Current Limit Signal.
- Provide the control interlock wiring to enable the associated pumps to operate and modify the existing controls.
- Provide 120 Vac circuit for our control equipment.
- Provide engineered control submittals, shop drawing and as-built drawings.
- Provide programming, checkout and commissioning of the control system.
- Our installation per local electrical codes and NEC.
- Provide O&M manuals on this project.
- All applicable sales tax.

## Maintenance Friendly Solution

One of the major benefits of using the Danfoss Turboacor compressor is the reduced maintenance time and costs.

Turboacor recommends every five years doing a replacement on the capacitor banks in the turboacor compressors. There are no moving parts to maintain and the system uses no oil. The typical oil changes and annuals will not be needed.

## Quality of response:

Response Time;

- a. **Routine:** IES will always meet the industry standard response of 2 hours. Customers at anytime can dictate their required response time based on the critical nature of the business or specific area. IES has processes in place that allow us to meet required tasks and response times for our customers unique needs.
- b. **Emergency & Urgent:** IES will gather all pertinent data and requirements from the customer while on the phone. We will take 15 minutes to get earliest time of arrival. Return a call to the contact person to ensure our plan is expectable. In most cases the response is within 1 hour.
- c. **After Hours Calls:** All after hours calls are managed the same as our Emergency & Urgent calls. A call will be placed through our front line number 916.988.8808. It will send a page to the on call technician who will return a call to the customer within 15 min. The technician will gather all pertinent data and requirements from the customer while on the phone and set a required time for arrival.
- d. **On Call Staff:** All of our on call staff is within 1 hour of your facility. IES has redundant systems in place 24/7 by keeping the Superintendent, Service Coordinator, Service Operations Manager and President of the company in the after hours on call loop.

IES understands the importance of your mechanical systems during the most important times so we ensure we have extra technicians on calls during the hottest and coldest seasons to ensure we have proper coverage for all of our customers

## Energy Efficiency

Please see the attached energy efficiency engineering data supplied by Danfos Turboacor

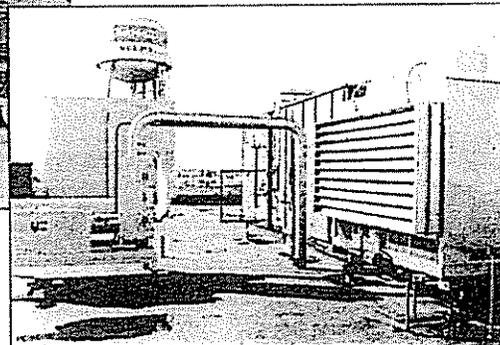
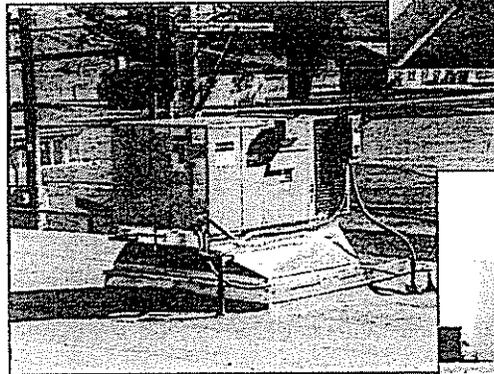
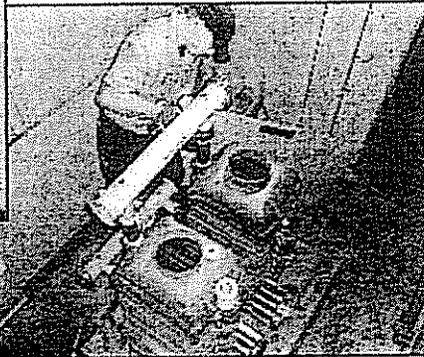
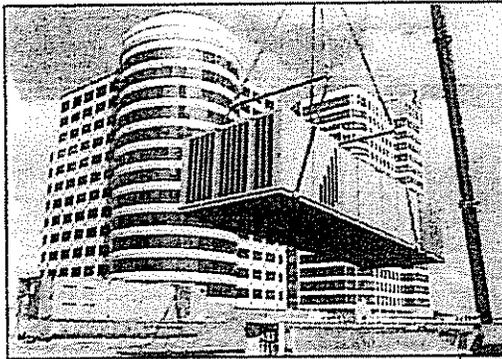
*STATEMENT OF QUALIFICATIONS*

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## *HVAC*

Regularly scheduled preventive maintenance services will reduce breakdown occurrences and extend the life expectancy of your air conditioning system. IES offers a customized HVAC maintenance program utilizing manufacturer task standards as well as take into account any specific requirements unique to the mechanical equipment. Our 24-hour availability assures you that all your emergency needs will be handled in a timely manner.

IES has the experience and capability to handle your facility's HVAC design/build requirements. Our registered in-house engineer, project managers, technicians, and sheet metal fabricators are prepared to take projects from inception to completion in a timely and efficient manner. Every project, large or small, is developed with our customer's interest at the core. Energy efficiency, feasibility, and budgets concerns are all factored to deliver a successful project.



## *HVAC Service and Maintenance*

IES has thirty-five radio dispatch service technicians trained and ready to respond to the immediate service needs of our customers. Technician service vehicles are stocked with common commercial HVAC parts and the necessary tools to complete most repairs on the first visit thus reducing the amount of time the equipment is in a non-operational condition. Maintenance contract customers receive priority service in emergency situations.

Normal service hours are 7:00 AM to 4:30 PM. Our experienced dispatchers will respond with immediacy to your call and provide you with an estimated arrival time of your technician. After-hours service is available by calling our automated dispatcher at 916-988-8808 – simply leave a detailed message. Our on-call technician will return your call within fifteen minutes.

## EXHIBIT B

### CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

#### FEE SCHEDULE/MANNER OF PAYMENT

1. **CONSULTANT's Compensation.** The total of all fees paid to the CONSULTANT for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of **\$158,730 (One hundred fifty eight thousand, seven hundred thirty dollars).**
2. **Billable Rates.** CONSULTANT shall be paid for the performance of Services on a lump sum basis.
3. **CONSULTANT's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONSULTANT for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONSULTANT.**
  - A. Payments to CONSULTANT shall be made within a reasonable time after receipt of CONSULTANT's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONSULTANT may request payment on a monthly basis. CONSULTANT shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONSULTANT shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice, and overall status of project
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
    - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
  - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONSULTANT for correction. CITY shall not be responsible for delays in payment to CONSULTANT resulting from CONSULTANT's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*Keith Roberts*  
5730 24<sup>th</sup> Street, Bldg. #4  
Sacramento, CA 95822

5. **Additional Services.** Additional Services are those services related to the scope of services of CONSULTANT set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform said Additional Services.
6. **Accounting Records of CONSULTANT.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONSULTANT shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONSULTANT's costs for all Services and Additional Services performed under this Agreement and records of CONSULTANT's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONSULTANT shall pay, when and as due, any and all taxes incurred as a result of CONSULTANT's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONSULTANT hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONSULTANT's breach of this Section 7.



**EXHIBIT D**  
**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES**

**GENERAL PROVISIONS**

**1. Independent Contractor.**

- A. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONSULTANT nor CONSULTANT's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement, and CONSULTANT shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONSULTANT hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONSULTANT's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONSULTANT, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONSULTANT for accomplishing such results. To the extent that CONSULTANT obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONSULTANT's sole discretion based on the CONSULTANT's determination that such use will promote CONSULTANT's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONSULTANT use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT. It is further understood and agreed that CONSULTANT shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONSULTANT's assigned personnel and subcontractors.

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

2. **Licenses; Permits, Etc.** CONSULTANT represents and warrants that CONSULTANT has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONSULTANT to practice its profession or provide any services under the Agreement. CONSULTANT represents and warrants that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation, CONSULTANT warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONSULTANT shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONSULTANT's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **Liquidated Damages.** The actual fact of the occurrence of damages and the actual amount of the damages which City would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which City would suffer in the event of delay include loss of the use of the project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration inspection, and supervision; and the loss suffered by the public within the City of Sacramento by reasons of the delay in the completion of the project to serve the public at the earliest possible time. Accordingly, the parties hereto agree, and by execution of this Contract Contractor acknowledges that he understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire work within the times specified. The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work by the Completion Date (as extended, if applicable) will be **ONE THOUSAND, NINE HUNDRED EIGHTY DOLLARS (\$1,980.00)** for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's default. Time of performance is set at **75 calendar days** from the date of the Notice to Proceed.
5. **CONSULTANT Not Agent.** Except as CITY may specify in writing, CONSULTANT and CONSULTANT's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT and CONSULTANT's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

6. **Conflicts of Interest.** CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONSULTANT is or employs a former officer or employee of the CITY, CONSULTANT and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
  
7. **Confidentiality of CITY Information.** During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONSULTANT of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
  
8. **CONSULTANT Information.**
  - A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONSULTANT pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONSULTANT shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
  
  - B. CONSULTANT shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONSULTANT pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONSULTANT not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONSULTANT of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

- C. All proprietary and other information received from CONSULTANT by CITY, whether received in connection with CONSULTANT's proposal to CITY or in connection with any Services performed by CONSULTANT, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONSULTANT of any request for the disclosure of such information. The CONSULTANT shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONSULTANT shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONSULTANT to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONSULTANT of any rights regarding the information designated "trade secret" by CONSULTANT, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

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

**10. Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement, as specified in such notice.

- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
- (1) CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
  - (2) CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

## 11. Indemnity.

- A. Indemnity: CONSULTANT shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Claims"), including but not limited to Claims arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to or relate to any negligent act or omission, recklessness or willful misconduct of CONSULTANT, its subconsultants, subcontractors or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims 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. Insurance Policies: Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONSULTANT hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

## 12. Insurance Requirements. During the entire term of this Agreement, CONSULTANT shall

maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONSULTANT is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONSULTANT under this Agreement. No additional compensation will be provided for CONSULTANT's insurance premiums.

It is understood and agreed by the CONSULTANT 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 CONSULTANT in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

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

No automobile liability insurance shall be required if CONSULTANT 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." \_\_\_\_\_ (CONSULTANT initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONSULTANT.

No Workers' Compensation insurance shall be required if CONSULTANT 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." \_\_\_\_\_ (CONSULTANT initials)

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million (\$1,000,000) dollars if required by the CITY by selecting the option below:

Professional liability insurance is required and must be continued for at least 5 year(s) following the completion of all Services and Additional Services under this Agreement.

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 CONSULTANT, products and completed operations of CONSULTANT, and premises owned, leased or used by CONSULTANT. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

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

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

C. Other Insurance Provisions

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

- (1) Except for professional liability, CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONSULTANT'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 CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

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

F. Subcontractors

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

13. **Form of Bonds.** The form of the Payment and Performance Bonds required to be executed by Consultant are attached as Appendix B.

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

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

C. Nondiscrimination: CONSULTANT, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

D. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In

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

- E. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- F. Sanctions for Noncompliance: In the event of noncompliance by CONSULTANT with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONSULTANT under this Agreement until CONSULTANT complies;
  - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- G. Incorporation of Provisions: CONSULTANT shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONSULTANT shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONSULTANT may request CITY to enter such litigation to protect the interests of CITY.

15. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONSULTANT, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
16. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
17. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONSULTANT, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

18. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
19. **Assignment Prohibited.** The expertise and experience of CONSULTANT are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONSULTANT under this Agreement. In recognition of this interest, CONSULTANT shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
20. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

## **EXHIBIT E**

### **REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

#### **INTRODUCTION**

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

#### **APPLICATION**

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

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

#### **DEFINITIONS**

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

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas

and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

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

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

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

## Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

**You May . . .**

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

City of Sacramento  
Contract Services Unit  
921 10th St., Room 402  
Sacramento, CA 95814-2714

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

## Attachment B



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

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

The included employee benefits are:

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

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

**You May . . .**

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

City of Sacramento  
Contract Services Unit  
921 10th St., Room 402  
Sacramento, CA 95814-2714

- 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.

APPENDIX A

EMERGING AND SMALL BUSINESS DEVELOPMENT (ESBD) FORMS

**\*\* EVALUATION PREFERENCE \*\***

NOTE: Firms must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the RFQ

**1. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION**

Is the firm submitting the bid certified by the City of Sacramento as a Small Business Enterprise? Check the appropriate block below:

- YES - the firm submitting the bid is certified by the City of Sacramento as a Small Business Enterprise.
- NO - the firm submitting the bid is not certified by the City of Sacramento as a Small Business Enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number

---

**2. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION**

Is the firm submitting the bid certified by the City of Sacramento as an Emerging Business Enterprise? Check the appropriate block below:

- YES - the firm submitting the bid is certified by the City of Sacramento as an Emerging Business Enterprise
- NO - the firm submitting the bid is not certified by the City of Sacramento as an Emerging Business Enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number:

---

**NOTE: SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE**

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any qualification statement submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) evaluation preference. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of the RFQ submission. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Office of Small Business Development at (916) 808-6747

Appendix B

**CITY OF SACRAMENTO  
PERFORMANCE BOND**  
Department of General Services

**WHEREAS**, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to Indoor Environmental Services, Inc., 1512 Silica Avenue, Sacramento, CA 95815

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

**CENTRAL LIBRARY CHILLER RENEWAL (PN:277534)**

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

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

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

Western Surety Company, P.O. Box 5077, Sioux Falls, SD 57117,  
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: **\$158,730.00 (ONE HUNDRED FIFTY EIGHT THOUSAND, SEVEN HUNDRED THIRTY DOLLARS)** 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 April, 02, 2007.

Indoor Environmental Services, Inc.      Western Surety Company  
(Contractor)      (Seal)      (Surety)(Seal)  
By \_\_\_\_\_  
Title President

By Devin S. Davis  
Title Attorney in Fact

ORIGINAL APPROVED AS TO FORM:  
[Signature]  
City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

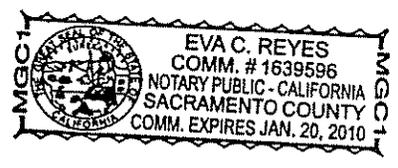
State of California )  
County of Sacramento )

On April 2, 2007 before me, Eva C Reyes,  
Date Name, title of officer – E.G., "Jane Doe, Notary Public"

personally appeared, Charlie Butts Jr.

personally known to me (or 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.

WITNESS my hand and official seal.



Eva C Reyes  
NOTARY PUBLIC SIGNATURE

(SEAL)

**OPTIONAL INFORMATION**

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT BE BENEFICAL TO PERSONS REL YING ON THIS NOTARIZED DOCUMENT

TITLE OF TYPE OF DOCUMENT \_\_\_\_\_

DATE OF DOCUMENT \_\_\_\_\_ NUMBER OF PAGES \_\_\_\_\_

SIGNERS(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

SIGNER'S NAME \_\_\_\_\_

SIGNER'S NAME \_\_\_\_\_

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California )  
County of Sacramento )

On April 2, 2007 before me, Eva C Reyes,  
Date Name, title of officer – E.G., "Jane Doe, Notary Public"

personally appeared, Denise D Davis

personally known to me (or 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.

WITNESS my hand and official seal.

Eva C Reyes  
NOTARY PUBLIC SIGNATURE



(SEAL)

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SIGNER'S NAME \_\_\_\_\_

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Appendix B

**CITY OF SACRAMENTO  
PAYMENT BOND**  
Department of General Services

**WHEREAS**, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Indoor Environmental Services, Inc., 1512 Silica Avenue, Sacramento, CA 95815

hereinafter called Contractor, a contract for construction of:

**CENTRAL LIBRARY CHILLER RENEWAL (PN:277534)**

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, Contractor is required to furnish a good and sufficient payment bond to secure the claims to which reference is made in Title 15(commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code.

**NOW, THEREFORE**, we the Contractor and (*here insert full name and address of Surety*):  
Western Surety Company, P.O. Box 5077, Sioux Falls, SD 57117, 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 subcontractors, laborers, material men and other persons employed in the performance of the Contract and referred to in the aforesaid Civil Code in the sum of **\$158,730.00 (ONE HUNDRED FIFTY EIGHT THOUSAND, SEVEN HUNDRED THIRTY DOLLARS)** 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 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 and State agencies entitled to file claim under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, 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 April, 02, 2007.

Indoor Environmental Services, Inc.                      Western Surety Company  
(Contractor)                      (Seal)                      (Surety)(Seal)  
By \_\_\_\_\_  
Title President

By Dennis D Davis  
Title Attorney in Fact

ORIGINAL APPROVED AS TO FORM:  
[Signature]  
City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California )  
County of Sacramento )

On April 2, 2007 before me, Eva C Reyes,  
Date Name, title of officer - E.G., "Jane Doe, Notary Public"

personally appeared, Charlie Butts Jr.

personally known to me (or 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.

WITNESS my hand and official seal.



Eva C Reyes  
NOTARY PUBLIC SIGNATURE

(SEAL)

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SIGNER'S NAME \_\_\_\_\_

SIGNER'S NAME \_\_\_\_\_

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California )  
County of Sacramento )

On April 2, 2007 before me, Eva C Reyes,  
Date Name, title of officer - E.G., "Jane Doe, Notary Public"

personally appeared, Demise D. Davis

personally known to me (or 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.

WITNESS my hand and official seal.



Eva C Reyes  
NOTARY PUBLIC SIGNATURE

(SEAL)

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SIGNER'S NAME \_\_\_\_\_

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# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Jere M Owen, Maryanne Novak, Denise Diane Davis, Candace Diane Alicea, Kelley Rhea Johnson, Individually**

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

### - In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 3rd day of November, 2006.



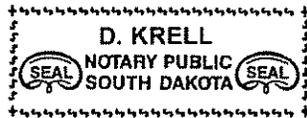
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 3rd day of November, 2006, before me personally came Paul T Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation

My commission expires  
November 30, 2012



D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof, is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

APR 02 2007

WESTERN SURETY COMPANY



L. Nelson, Assistant Secretary

# Appendix C

## BID PROPOSAL FORMS

---

PLEASE REMOVE AND

COMPLETE

THE FOLLOWING DOCUMENTS

AND

SUBMIT AS

THE BID PROPOSAL

PACKAGE

# Appendix C

CITY OF SACRAMENTO  
Department of General Services  
Facility Development Division

Bid Proposal

Page 1 of 3

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:

## CHILLER RENEWAL AT CENTRAL LIBRARY (P073282009)

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 sum:

### A. BASE PROPOSAL:

ONE HUNDRED FIFTY EIGHT THOUSAND SEVEN HUNDRED AND THIRTY  
\_\_\_\_\_ DOLLARS

( \$ 158,730 \_\_\_\_\_ )

### B. ALTERNATES:

The Contractor shall price the following Alternative(s), 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.

1 For all additional work for Alternate No. 1, add/deduct the sum of:  
\_\_\_\_\_ DOLLARS ( \$ \_\_\_\_\_ )

2 For all additional work for Alternate No. 2, add/deduct the sum of:  
\_\_\_\_\_ DOLLARS ( \$ \_\_\_\_\_ )

3 For all additional work for Alternate No. 3, add/deduct the sum of:  
\_\_\_\_\_ DOLLARS ( \$ \_\_\_\_\_ )

## Appendix C

CITY OF SACRAMENTO  
Department of General Services  
Facility Development Division

Bid Proposal

Page 2 of 3

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

It is understood that this Bid Proposal is based upon completion of the Work within a period of seventy-five (75) CALENDAR DAYS commencing on the date set forth in the written "Notice to Proceed" issued by the City to the Contractor

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

FAMAND INCORPORATED, DBA INDOOR ENVIRONMENTAL SERVICES

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 his signature thereto as the authorized representative of the partnership.

# Appendix C

CITY OF SACRAMENTO  
Department of General Services  
Facility Development Division

Bid Proposal

Page 3 of 3

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED: (Bid Proposal Guarantee Required)

(\$ 16,000.00 ) not less than ten percent (10%) of amount Bid Proposal

|          |                 |
|----------|-----------------|
| _____    | CERTIFIED CHECK |
| _____    | MONEY ORDER     |
| _____    | CASHIER'S CHECK |
| <u>X</u> | BID BOND        |
| _____    | OTHER SECURITY  |

CONTRACTOR:

By   
(Signature)

Rus Andrews

(Print or Type)

Title Vice President

Firm INDOOR ENVIRONMENTAL SERVICES

Address 1512 Silica Avenue

Sacramento, CA 95815

Telephone No 916-988-8808

Fax No 916-348-3020

Date 1/10/07

Contractor's License No 646794 Type C20-C38-B-C43-C7-C10

Expiration Date 6/30/08

Tax ID Nos - Fed. 68-0262819 State CA

City of Sacramento Business Operation Tax Certificate No \_\_\_\_\_  
(Obtained through the Department of Revenue, (916) 808-8500)

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

KNOW ALL MEN BY THESE PRESENTS,

That we, Famand Inc DBA Indoor Environmental Services

as Principal, and Western Surety Company

a corporation duly organized under the laws of the State of South Dakota 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 Offices of the City Clerk, located at 915 I Street, Historic Building, 1st floor, Sacramento, CA 95814 up to the hour of 2:00 p m on XXXXX for the Work specifically described as follows:

**CHILLER RENEWAL AT CENTRAL LIBRARY (P073282009)**

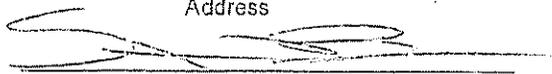
NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and within the time and manner required under the Contract Documents, enters into a written Contract, in the prescribed form, in accordance with the Proposal, and files two (2) bonds with the City, one to guarantee faithful performance 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 10  
day of January 2007

**Famand Inc DBA Indoor Environmental Services**

PRINCIPAL  
1512 Silica Ave, Sacramento, CA 95815  
Address



\_\_\_\_\_  
NOTARY

**Western Surety Company**

SURETY  
P.O. Box 5077, Sioux Falls, SD 57117  
Address

Denise D. Davis  
Denise D Davis, Attorney in Fact

\_\_\_\_\_  
NOTARY

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Jere M Owen, Maryanne Novak, Denise Diane Davis, Candace Diane Alicea, Kelley Rhea Johnson, Individually**

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 12th day of October, 2006

WESTERN SURETY COMPANY



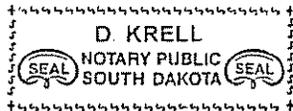
*Paul T. Bruflat*

Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 12th day of October, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation

My commission expires  
November 30, 2012



*D. Krell*

D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_ day of JAN 10 2007.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

# ACKNOWLEDGMENT

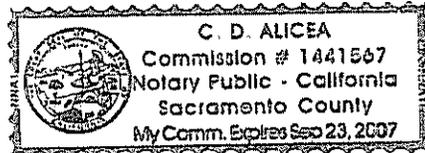
State of California  
County of Sacramento

On January 10, 2007 before me, C. D. Alicea, Notary Public,  
(here insert name and title of the officer)

personally appeared Denise D. Davis, personally known to me (or 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.

WITNESS my hand and official seal.

Signature C. D. Alicea



(Seal)

**ACKNOWLEDGMENT**

State of California  
County of Sacramento

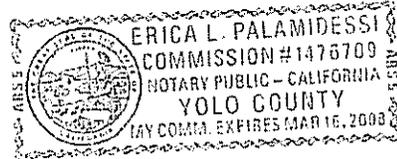
On January 10, 2007 before me, Erica L. Palamidessi  
(here insert name and title of the officer)

personally appeared Stan Butts

personally known to me (or 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.

WITNESS my hand and official seal.

Signature *Erica L. Palamidessi*



(Seal)

CITY OF SACRAMENTO

SUBMIT THIS FORM WITH THE RFQ RESPONSE

**CITY OF SACRAMENTO SUBCONSULTANT and E/SBE PARTICIPATION VERIFICATION**

To be eligible for the 5% preference, the firm shall complete and submit these documents. Additionally, all other Subconsultants who will perform work, labor or render any service related to this project should be listed. The inclusion of false information will render the RFQ non-responsive. **READ THE ABOVE REQUIREMENT CAREFULLY**

| Name of Consultant:                                  | Date:   |  |   |
|--|---|--|---|
| Subconsultant's Firm Name / Address / License Number | Indicate E/SBE status and attach City of Sacramento Certification Statement | Items of Work and/or Description of Work or Service Subconsulted or Materials to be provided to complete project | Estimated Percent of Work / Services Provided |
| None   |   |  |   |
|  |   |  |   |
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# Appendix C

## DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

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

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

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

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

**EXCEPTION:**

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

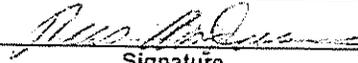
If additional space is required use back of this form.

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

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

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

CONTRACTOR'S NAME: INDOOR ENVIRONMENTAL SERVICES

BY:  VICE PRESIDENT Title Date: 1/10/07

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

# Appendix C

## 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 to be considered responsible. On June 8, 2004, the City Council adopted Resolution No. 2004-433 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.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. 2004-433 by completing all of the questions contained in this questionnaire. 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 responsible 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 responsible 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.

# Appendix C

## QUESTIONNAIRE

**NOTICE:** 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:**  
INDOOR ENVIRONMENTAL SERVICES  
LICENSE #646794 C20-C38-B-C43-C7-C10 Exp 6/30/08

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

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

# Appendix C

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

- 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)

## Appendix C

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 an 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?

**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

- 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 an 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?

**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.

# Appendix C

Yes

No

## 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 COUNTY, on 1/10/07  
(Location) (Date)

Signature: 

Print name: RUS ANDREWS

Title: VICE 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



# CERTIFICATE OF LIABILITY INSURANCE

Date (mm/dd/yy)

4/3/2007

|   |  |                           |  |
|---|--|---------------------------|--|
| <b>Producer</b><br>Owen-Dunn Insurance Services<br>2831 G Street<br>Sacramento<br>916.443.0200<br>www.owendunn.com<br>0670167 |  | Shahima Sahib<br>CA 95816 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
| <b>INSURERS AFFORDING COVERAGE</b>  |  |                           | <b>INSURER A</b> Zurich American Ins Co.   |
|   |  |                           | <b>INSURER B</b> American Guarantee & Liab   |
| <b>Insured</b><br>Indoor Environmental Services<br>Famand, Inc.<br>1512 Silica Ave<br>Sacramento<br>CA 95815                  |  |                           | <b>INSURER C</b> Rockhill Ins Co.  |
|   |  |                           | <b>INSURER D</b> United States Fidelity & Guaranty   |
|   |  |                           | <b>INSURER E</b> Evanston Insurance Co   |

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE MM/DD/YY | POLICY EXPIRATION DATE MM/DD/YY | LIMITS   |
|----------|--|---------------|--------------------------------|---------------------------------|--|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIAB<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR   | CPO399214005  | 12/1/2006                      | 12/1/2007                       | EACH OCCURRENCE \$ 1,000,000   |
|          |  |               |                                |                                 | FIRE DAMAGE (Any one fire) \$ 300,000  |
|          |  |               |                                |                                 | MED EXP (Any one person) \$ 10,000   |
|          |  |               |                                |                                 | PERSONAL & ADV INJURY \$ 1,000,000   |
|          |  |               |                                |                                 | GENERAL AGGREGATE \$ 2,000,000   |
|          |  |               |                                |                                 | PRODUCTS-COMP/OP AGG \$ 2,000,000  |
|          |  |               |                                |                                 |  |
| B        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS | CPO399214005  | 12/1/2006                      | 12/1/2007                       | COMBINED SINGLE LIMIT \$ 1,000,000   |
|          |  |               |                                |                                 | BODILY INJURY (Per person) \$  |
|          |  |               |                                |                                 | BODILY INJURY (Per accident) \$  |
|          |  |               |                                |                                 | PROPERTY DAMAGE (Per accident) \$  |
|          |  |               |                                |                                 | AUTO ONLY - EA ACCIDENT \$   |
|          | OTHER THAN AUTO ONLY: EA ACC \$  |               |                                |                                 |  |
|          | AGG \$   |               |                                |                                 |  |
| C        | EXCESS LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$   | CUL01014506   | 7/14/2006                      | 7/14/2007                       | EACH OCCURRENCE \$ 5,000,000   |
|          |  |               |                                |                                 | AGGREGATE \$ 5,000,000   |
|          |  |               |                                |                                 | \$   |
|          |  |               |                                |                                 | \$   |
| D        | WORKERS' COMPENSATION & EMPLOYERS' LIABILITY   | D278W00005    | 12/1/2006                      | 12/1/2007                       | <input checked="" type="checkbox"/> STATUTORY LIMIT <input type="checkbox"/> OTHER |
|          |  |               |                                |                                 | EL EACH ACCIDENT \$ 1,000,000  |
|          |  |               |                                |                                 | EL DISEASE - EA EMPLOYEE \$ 1,000,000  |
| E        | Professional Liab  | AE812417      | 12/14/2006                     | 12/14/2007                      | 1,000,000 each claim<br>1,000,000 aggregate  |
|          |  |               |                                |                                 |  |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: Central Library Chiller Renewal  
 City of Sacramento is named as additional insured as per attached endorsement  
 Workers Compensation Waiver of Subrogation attached  
 Primary wording also applies

## CERTIFICATE HOLDER

City of Sacramento  
 5730 24th Street, Building One  
 Sacramento CA 95822-3699

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. \* 10 Days for Non-Payment of Premium

AUTHORIZED REPRESENTATIVE

Judy Yakes

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## Additional Insured – Automatic - Owners, Lessees Or Contractors - Broad Form

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer | Add'l. Prem. | Return Prem. |
|------------|-------------------|-------------------|-------------------|----------|--------------|--------------|
|            |                   |                   |                   |          | \$           | \$           |

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

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

- A. **WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to additional insureds applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **Section I, Coverage A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Coverage B, PERSONAL AND ADVERTISING INJURY LIABILITY**, but only if:
1. The "bodily injury" or "property damage" results from your negligence; and
  2. The "bodily injury", "property damage" or "personal and advertising injury" results directly from:
    - a. Your ongoing operations; or
    - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of paragraphs A. and B. above:
1. We will not extend any insurance coverage to any additional insured person or organization:
    - a. That is not provided to you in this policy; or
    - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
  2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
    - a. The Limits of Insurance provided to you in this policy; or
    - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured person or organization does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" to the additional insured; or

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2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or 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; and
  - b. Supervisory, inspection, architectural or engineering activities.
- E. The additional insured must see to it that:
  1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
  2. We receive written notice of a claim or "suit" as soon as practicable; and
  3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.
- F. The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance available to any additional insured person or organization unless the other insurance is provided by a contractor other than you for the same operations and job location. Then we will share with that other insurance by the method described in paragraph 4.c. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.



Indoor Environmental Services  
Farnand, Inc

POLICY NUMBER: D278W00005

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**PERSON OR ORGANIZATION**

**JOB DESCRIPTION**

**WHEN REQUIRED BY  
WRITTEN CONTRACT &  
EXECUTED PRIOR TO  
THE LOSS AND WHERE  
PERMISSIBLE BY LAW/  
STATUTE.**