CONTRACT

CROCKER MUSEUM PROJECT
OFF-SITE/SITE IMPROVEMENTS
(PROJECT NO. 287024)

THIS CONTRACT, dated for identification as of_____, 2007, is made between the CITY OF SACRAMENTO, a municipal corporation (hereinafter called "City"), and RUDOLPH AND SLETTEN, INC., 1504 Eureka Road, Suite 200, Roseville, CA 95661-3058 (hereinafter called the "Contractor").

The parties hereto mutually agree to the terms and conditions set forth herein.

1. CONTRACT DOCUMENTS

Each of the items hereinafter referred to is incorporated herein by reference as if set forth in full in this contract.

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

The Contract Documents, sometimes also referred as "the Contract" consist of this Contract, the Standard Specifications, the Scope of Work and Cost of Work exhibit(s) attached hereto, and any General Conditions, Special Provisions, Plans and Technical Specifications, drawings and any other data or requirements attached hereto or incorporated herein, and all developments thereof prepared by City pursuant to the Contract, and any modifications of any of the foregoing in the form of Addenda or otherwise effected in accordance with the terms of the Contract.

The Standard Specifications shall mean and refer to the current Standard Specifications of the City of Sacramento which are incorporated herein by this reference as if set forth in full at this place.

2. DEFINITIONS

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

3. CONTRACT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Contract and the terms and conditions set forth in other Contract Documents, the terms and Conditions set forth in this Contract shall prevail.

4. SCOPE OF CONTRACT

This Contract is for the performance of off-site and site improvements related to the Crocker Museum Expansion and Renovation Project, generally consisting of the relocation of Second Street, the abandonment and installation of various utilities

(sewer, water, storm drainage, electrical) in Second, O and P Streets, the restriping of O Street, and the modification of street corners at O and Second and O and Third Streets, as more specifically described in the attached Scope of Work exhibit. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of City, all the work called for herein (hereafter referred to as the "work") in the manner designated in, and in strict conformity with the Contract Documents.

5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, the compensation specified in the attached Cost of Work exhibit. The total amount of such payments shall not exceed the Guaranteed Maximum Price (GMP) specified in the Cost of Work exhibit.

6. PROGRESS AND FINAL PAYMENTS

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

(A) On the first of the month, the Contractor shall present to the City a pay request and associated schedule of values showing the amount of labor and materials incorporated in the work through the twentieth (20) calendar day of the preceding month; the Contractor and Engineer shall inspect the pay request and associated schedule of values and, if both approve them, the City shall issue a certificate for ninety percent (90%) of the amount it shall find to be due, provided that the 10% retention shall not be withheld for the Contractor's General Conditions costs if billed at cost on a time and materials basis. Pay requests shall be accompanied by certified payroll and wage payment information in accordance with the City's Labor Compliance Program requirements. Such materials shall be submitted electronically if and as required by City.

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

(C) Contractor shall not be paid for any defective or improper work.

(D) City shall pay the remaining ten percent (10%) of the value of the work done under this contract, if unencumbered, thirty-five (35) days after final completion and acceptance of work by City. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against the City arising under the Contract Document.

(E) Progress payments due the Contractor shall be made within thirty (30) days following receipt of the pay request and associated schedule of values jointly approved by the Contractor and the Engineer.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or its sureties.

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the work on or before fifteen (15) working days from and after receipt of the written Notice to proceed from City to Contractor and will diligently prosecute the work to final completion. The phrase "commence the work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrication, erection, or installation of the work. Said Notice to proceed shall be issued within fifteen (15) calendar days following execution of the Contract by the City, or at such time as weather and construction conditions permit, and the filing by Contractor of the required Bonds and proof of insurance. The continuous prosecution of work by Contractor shall be subject only to Excusable Delays as defined in this Contract.

9. TIME OF COMPLETION

The entire work shall be brought to completion in the manner provided for in the Contract Documents on or before December 1, 2007 (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete the work by the Completion Date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Contract. Time is and shall be of the essence in these Contract Documents.

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made.

11. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work which may be discovered before final acceptance of the entire work. Any unsatisfactory materials shall be rejected, notwithstanding that they may have been overlooked by the inspector. The inspection of the work, or any part thereof, shall not relieve Contractor of any of his obligations to perform satisfactory work as herein prescribed. Failure or neglect on the part of City or any of its authorized agents to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials if such becomes evident at any time prior to final acceptance of the

entire work or all materials, nor shall such failure be construed as barring City at any subsequent time from recovering damages or of such a sum of money as may be required to build anew all portions of the work in which fraud was practiced or improper materials used whenever City may discover the same.

12. RELEASE

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

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

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

14. NO WAIVER OF REMEDIES

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

15. GUARANTEE

Except as otherwise expressly provided in the specifications, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, Contractor guarantees all work executed by Contractor and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to City as a part of the work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire work by the City of Sacramento. Contractor shall repair or replace any or all such work or material, together with all or any other work or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one year guarantee period without expense or charge of any nature whatsoever to City.

In the event that the Contractor shall fail to comply with the conditions of the foregoing guarantee within ten (10) days time after being notified of the defect in writing, City shall have the right, but shall not be obligated to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and

expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include either temporary or permanent repairs which may be required as determined in the sole discretion and judgment of City.

16. DETERMINATION OF 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 the Contractor 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.

17. LIQUIDATED DAMAGES

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 **NINE HUNDRED DOLLARS ($900.00)** 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.

18. PAYMENT OF DAMAGES

In the event Contractor shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments which would otherwise be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor and his sureties shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as herein before specified shall in any manner be construed to constitute a waiver of any right to liquidated damages or any right to any such sum.

19. INDEMNITY AND HOLD HARMLESS

Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City. 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 19, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 19 shall survive any expiration or termination of the Contract.

20. CONTRACTOR SHALL ASSUME RISKS

Until the completion and final acceptance by City of all work under this Contract, the work shall be under Contractor's responsible care and charge. Contractor shall rebuild, repair, restore and make good all injuries, damages, reerections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the work, except as otherwise stipulated.

21. GENERAL LIABILITY OF CONTRACTOR

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

22. INSURANCE

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

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

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

(A) Minimum Scope and Limits of Insurance Coverage

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

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

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

(B) Additional Insured Coverage

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

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

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

(C) Other Insurance Provisions

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

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

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

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

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

(D) Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 22 must be declared to and approved by the City Risk Management Division in writing prior to execution of this Agreement.

(E) Verification of Coverage

(1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the Engineer. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

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

(F) Subcontractors

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

(G) Builder's Risk Property Insurance

(1) Contractor shall maintain builder's risk property insurance coverage in the amount of the replacement value of the work. Such property insurance shall be maintained until final payment has been made under this Contract or until no person or entity other than the City has an insurable interest in the property. This insurance shall include the interests of the Owner, Contractor and subcontractors of every tier, as their interests may appear.

(2) This property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against physical loss or damage including theft, vandalism, malicious mischief, collapse, windstorm, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Owner's and Contractor's services and expenses required as a result of such insured loss.

(3) Contractor shall provide City with a certificate of insurance and loss payee endorsement showing proof of the above coverage prior to commencement of the work.

(H) Professional Liability Insurance for Design Services

The City may require errors and omissions coverage for an item of work that includes the performance of architectural or engineering design services. The requirements for this coverage, if any, shall be addressed in the Scope of Work and/or Cost of Work exhibit(s).

23. FAILURE TO MAINTAIN INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, Contractor shall immediately discontinue all work under the Contract and City will withhold all Contract payments due or that become due until notice is received by City that such insurance has been restored in full force and effect and that the premiums therefor have been paid for a period satisfactory to the Division of Risk Management.

Any failure to maintain any item of the require insurance will be sufficient cause for termination of the Contract.

24. EXTENSIONS OF TIME

In the event City deems it necessary, in its sole discretion, to extend the time of

completion of the work to be done under this Contract beyond the required Completion Date herein specified, such extensions shall in no way release any guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties on the Bonds executed pursuant to said provisions. By executing such Bonds, the sureties shall be deemed to have expressly agreed to any extension of time and shall be limited to the period of excusable delay as defined herein giving rise to the same as determined by City Council of City.

25. EXCUSABLE DELAYS

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

The term "Excusable Delay" shall specifically not include: (i) any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of parts of the work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other part of the work, nor the completion of the whole work within the time specified; (iii) any reasonable delay resulting from time required by City for review of Plans and submittals required of Contractor and for the making of surveys, measurements and inspection;(iv) any delay arising from an interruption in the prosecution of the work on account of the reasonable interference from other Contractors employed by City which does not necessarily prevent the completion of the work within the time specified. Excusable Delays, if any, shall operate to extend the Completion Date (not in excess of the period of such delay as determined by City), and shall entitle Contractor to extended General Conditions costs if such rate is agreed upon by City and Contractor in the Cost of Work exhibit. Claims for additional costs resulting from Excusable Delay shall be governed by Section 29, below.

26. CONTRACTOR TO SERVICE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the work, and in any event upon the occurrence of any delay which Contractor regards as an Excusable Delay, the Contractor shall notify the Engineer in writing immediately within ten (10) calendar days of the probability of such delay and its cause, in order that the Engineer may take immediate steps to prevent if possible the occurrence or continuance of the delay or if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution and completion of the work are delayed thereby. Said notice shall

constitute an application for an extension of time only if the notice requests such an extension and sets for the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part of whole of the work, the Engineer, in estimating the amount due Contractor, will assume that any and all delays which may have occurred in its prosecution and completion have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him to have been excusable. Contractor shall make no claim that any Delay not called to the attention of the Engineer at the time of its occurrence has been an Excusable Delay.

27. EXTENSION OF TIME

Should any delays occur which the Engineer may consider excusable, as herein defined, Contractor shall, pursuant to his application, be allowed an extension of time beyond the time herein set forth proportional to said delay or delays in which to complete this Contract; and, during an extension which may have been granted because of an excusable delay or delays, City shall not charge liquidated damages against Contractor for such delay. Only the Engineer may grant an extension of time on the Contract.

28. EXTENSION OF TIME DOES NOT WAIVE CITY'S RIGHT

The granting of any extension of time on account of delays which in the judgment of the Engineer are excusable delays shall in no way operate as a waiver on the part of City of its rights under this Contract excepting only extension of the Completion Date.

29. NO PAYMENT FOR DELAYS

Except as expressly provided otherwise in this Contract, no damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the Work whether or not such delays qualify for extension of time under this Contract; except that this provision shall not preclude the recovery of damages for a delay caused by the City that is unreasonable under the circumstances and that is not within the contemplation of the parties, provided that the Contractor timely submits all such written notice(s) and fully complies with such other procedures as may be specified in the Contract Documents or any applicable law or regulation for Contractor to claim damages for such delay.

30. CHANGES IN THE WORK

Changes in the work made pursuant to changes issued in accordance with the Standard Specifications and extensions of time of completion made necessary by reason thereof (beyond the Completion Date) shall not in any way release any guarantee given by Contractor pursuant to the provisions of the Contract Documents, or the Contract let hereunder, nor shall such changes in the work relieve or release the sureties on Bonds executed pursuant to the said provisions. By executing such Bonds, the sureties shall be deemed to have expressly agreed to any such change in work and to any extension of time made by reason thereof.

31. TERMINATION AFTER COMPLETION DATE

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

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

32. CONTRACTOR BANKRUPT

If Contractor should commence any proceeding under the Bankruptcy Act, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Section 33. Contractor's Surety shall have the right to complete the work by commencing within thirty (30) calendar days as specified in Section 33; and, in the event Contractor's Surety fails to commence work within thirty (30) calendar days as specified in Section 33, City shall have the right to complete, or cause completion of the work, all as specified in Section 33.

33. TERMINATION FOR BREACH OF CONTRACT

If Contractor should abandon the work under this Contract, or if the Contract or any portion of the Contract should be sublet or assigned without the consent of the City Council, or if the Engineer should be of the opinion that the conditions of the Contract

in respect to the rate of progress of the work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor should willfully violate or breach, or fail to execute in good faith, any of the terms or conditions of the Contract, or if Contractor should persistently refuse or fail to supply enough properly skilled labor or materials, or fail to make prompt payment to subcontractors for material or labor or persistently disregard laws, ordinances or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and Contractor's Surety written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or satisfactory arrangement for correction is not made, within ten (10) calendar days from the date of such notice, the Contract shall upon the expiration of said ten (10) calendar days cease and terminate. In the event of any such termination, City shall immediately serve notice thereof upon the Surety and Contractor; and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) calendar days from the date of the mailing to such Surety of notice of termination, City may take over the work and prosecute the same to completion by Contract, or otherwise, for the account and at the expense of Contractor, and his Surety shall be liable to City for any excess cost occasioned City thereby, as hereinafter set forth.

In the event City completes the work, or causes the work to be completed, as aforesaid, no payment of any such shall be made to Contractor until the work is complete. The cost of completing the work including but not limited to, extra contract costs, the costs of City forces, extra costs of administration and management incurred by City, either direct or indirect, shall be deducted from any sum then due, or which becomes due, to Contractor from City. If no sum sufficient to pay the difference between sums due to Contractor from City and the cost of completing the work, Contractor and the Surety shall pay City a sum equal to said difference on demand. In the event City complete the work, and there is a sum remaining due to Contractor after City deducts the aforementioned costs of completing the work, then City shall thereupon pay such sum to contractor and his Surety.

No act by City before the work is finally accepted, including, but not limited to, exercise of other rights under the contract, action at law or in equity, extensions of time, payments, claims of liquidated damages, occupation or acceptance of any part of the work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach by Contractor shall be construed to be a waiver by, or to estop, City from acting pursuant to this paragraph upon any subsequent event, occurrence of failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City pursuant to this paragraph are cumulative and in addition to all other rights of City pursuant to this Contract and at law or in equity.

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

CONTRACTOR

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

DATE: 5.24.07

By: MARTIN SKEMORE

Title: PRESIDENT

Federal I.D. No. 94-1507451

State I.D. No. 152-7750-2

Business Operation Tax Certificate No. ON FILE W/ REVENUE
(City will not **award** contract if Certificate Number is missing)

CITY OF SACRAMENTO
a municipal corporation

Date: _____

By: _____
City Manager

Attest:

_____
City Clerk

ORIGINAL APPROVED AS TO FORM

_____
City Attorney

FUNDING: CF61

EXHIBITS.

SCOPE OF WORK
COST OF WORK

SCOPE OF WORK

CROCKER MUSEUM PROJECT
OFF-SITE/SITE IMPROVEMENTS

Contractor shall perform and construct all of the work and improvements identified in the off-site improvement documents identified in Appendix A dated May 22, 2007 which are incorporated herein by this reference.

RUDOLPH AND SLETTEN

INCORPORATED 1950

GENERAL AND ENGINEERING CONTRACTORS

APPENDIX "A" CROCKER ART MUSEUM
BP1A- SITEWORK with Addendum Drawings

Crocker Art Museum
Sacramento CA

May 22, 2007
R&S Job No. 2768

Sheet No.:	Description:	Date: / Pages:	
Crocker Art Museum Offsite Drawings			
General Drawings as Prepared by Morton & Pitalo, Inc.			
C1	Cover Sheet	5/1/2007	Addendum 1
C2	General Notes	5/1/2007	Addendum 1
C3	2nd, 3rd, P & O Streets Demolition Plan - South	5/1/2007	Addendum 1
C5	2nd Street - South STA 1 + 00 to 5 + 79 64	5/1/2007	Addendum 1
C7	O Street - STA 21 + 10 18 to 25 + 50 00	5/1/2007	Addendum 1
C8	O Street - STA 25 + 50 00 to 26 + 54 38	5/1/2007	Addendum 1
C9	P Street - STA 10 + 00 to 14 + 01 63	5/1/2007	Addendum 1
C11	Grading Detail - Intersection 2nd Street and 0 Street	5/1/2007	Addendum 1
C13	Sections and Details	5/1/2007	Addendum 1
C14	Sections and Details	5/1/2007	Addendum 1
C15	2nd , 3rd, O & P Street - Signing and Striping Plan	5/1/2007	Addendum 1
C16	2nd, 3rd & N Street - Signing and Striping Plan	5/1/2007	Addendum 1
W-1	Water Plan	5/1/2007	Addendum 1
W-2	Water Notes and Details	5/1/2007	Addendum 1
Prepared by MTW Group Landscape Architecture and Planning			
L1 1-B	Tree Planting Plan	No Date	
L1 2-B	Tree Planting Plan	No Date	
L2 1-B	Shrub / Turf Planting Plan	No Date	
L2 2-B	Shrub / Turf Planting Plan	No Date	
L3 1-B	Sprinkler Irrigation Plan	No Date	
L3 2-B	Sprinkler Irrigation Plan	No Date	
L4 1-B	Landscape Planting Details	No Date	
L4 2-B	Sprinkler Irrigation Details	No Date	
L4 3-B	Sprinkler Irrigation Details	No Date	
L4 4-B	Sprinkler Irrigation Calculations	No Date	
E-1	Standard Detail for Streetlights	6/22/2005	
E-2	Standard Detail for Ornamental Streetlights	11/3/2003	
E-3	Street Lighting Special Provisions	5/13/2004	
E-4	Electrical Site Plan - Demolition	5/10/2007	Addendum 1
E-5	Electrical Site Plan - New	5/10/2007	Addendum 1
E-606	SMUD Offsite Work - Reference Drawing No 1 Site Plan - New Work	4/6/2007	
E-607	SMUD Offsite Work - Reference Drawing No 2 Site Plan - New Work	4/6/2007	
E-608	SMUD Offsite Work - Reference Drawing No 3 Site Plan - New Work	4/6/2007	
E-609	Alternate Site Plan - SMUD and AT&T Work	4/6/2007	
Civil (On Site Drawings) As Prepared Gwathmey Siegel & Associates Architects, Inc.			
C-001	Cover Sheet	5/1/2007	Addendum 1
C-002	General Notes	5/1/2007	Addendum 1
C100n	Utility Plan	5/1/2007	Addendum 1
C-100s	Utility Plan	5/1/2007	Addendum 1

Sheet No.:	Description:	Date: / Pages:	
C-101n	Grading Plan - North	5/1/2007	Addendum 1
C-101s	Grading Plan - South	5/1/2007	Addendum 1
C-102	Grading and Utility Plan - East	5/1/2007	Addendum 1
C-200	Erosion Control Plan	5/1/2007	Addendum 1
C-300	Details	5/1/2007	Addendum 1
L1 1	Tree Planting Plan	1/06/07	
L2 1	Shrub / Turf Planting Plan	1/06/07	
L3 1	Sprinkler Irrigation Plan	1/06/07	
L4 1	Landscape Planting Details	1/06/07	
L4 2	Irrigation Details	1/06/07	
Demolition Drawings As Prepared by Gwathmey Siegel & Associates Architects, Inc.			
D-001-B	Demolition Site Plan	1/06/07	
A-002-B	Site Plan (Context) - Alternate #1	1/06/07	

SPECIFICATIONS: **Crocker Art Museum - 90% CD Specifications - Offsite Bid**
Prepared by Gwathmey Siegel & Associates Architects, LLC
Dated April 19, 2007

Section	Description	Pages
	Table of Contents - Volume 1	2
Division 1-General Requirements		
01010	Summary of Work	6
01015	Volatile Organic Compound (VOC) Limits for Adhesives, Paints, Sealants and Architectural Coatings	4
01040	Coordination	4
01202	Progress Meetings	2
01300	Submittals	7
01320	Construction Progress Documentation	11
01400	Quality Requirements	5
01410	Testing and Inspection	3
01500	Construction Facilities and Temporary Controls	8
01506	Construction Waste Management	5
01511	Construction / AQ Management	5
01570	Traffic Regulation	2
01600	Materials and Equipment	5
01700	Execution Requirements	7
01730	Operating and Maintenance Data	5
01731	Cutting and Patching	4
01770	Closeout Procedures	7
Division 2- Site Construction		
02723	Resin Stabilized Decomposed Granite (DG)	6
02810	Sprinkler Irrigation System	6
02900	Landscaping	7
Division 3- Concrete		
	NA	0
Division 4- Masonry		
	NA	0
Division 5- Metals		
	NA	0
Division 6- Wood and Plastics		
	NA	0
Division 7- Thermal and Moisture Protection		
	NA	0
Division 8- Doors and Windows		
	NA	0

Sheet No.:	Description:	Date: / Pages:
Division 9- Finishes		
	NA	0
Division 10- Specialties		
	NA	0
Division 11- Equipment		
	NA	0
Division 12- Furnishings		
	NA	0
Division 13- Special Construction - Not Used		
	NA	0
Division 14- Conveying Systems		
14580	NA	0
Division 15- Mechanical		
	NA	0
Division 16- Electrical		
16000	General Electrical Requirements	10
16020	Equipment Furnished Under Other Divisions	4
16060	Grounding and Bonding	4
16070	Seismic Anchorage and Restraint	3
16071	Supporting Devices	5
16073	Electrical Systems Firestopping	3
16110	Underground Electrical Conduits	3
16112	Excavation and Backfill	3
16120	Conductors and Cables	4
16130	Raceways and Fittings	6
Standard Specifications for Public Works Construction- Per Resolution No. 89-216		238
SMUD Specifications		
	8x14 Manhole Spec	11
	Polyvinyle Chloride Elect Conduit	9
	Sturctural Concrete	12

END OF APPENDIX "A"

COST OF WORK

CROCKER MUSEUM PROJECT
OFF-SITE/SITE IMPROVEMENTS

Contractor shall be paid for the work and improvements specified in this Contract in accordance with the Schedule of Costs dated May 22, 2007 and attached hereto, which payments shall be made as specified in the Contract Documents. The Contractor's Guaranteed Maximum Price (GMP) for the completion of all work and improvements in accordance with the Contract Documents is Three Million, Three Hundred Forty Thousand Dollars ($3,340,000).

RUDOLPH & SLETTEN

GUARANTEED MAXIMUM PRICE

Date: 5/22/2007

Project Names : Crocker Art Museum Phase 1Sitework
Location : Sacramento CA
Architect : Gwathmey Siegel & Accociates Architects Inc
Owner : Crocker Art Museum

R&S Job Number : 2768
Project Executive : Jon Foad
Project Manager : John Horne
Project Estimator : Jim Pon

LINE NO.	SPEC SECTION	BID PACKAGE	WORK ITEM	Authorized	Estimate/Bid	GMP Value	NOTES
1			*RUDOLPH & SLETTEN,INC WORK ITEMS*				
2	0	-	Jobsite Management	$ -	$ 454,451	$ 454,451	
3	0	-	Special Requirements	$ -	$ 161,352	$ 161,352	
4		-	R&S Self Performed Work				
5	0		Erosion Control Ph1	$ -	$ 6,000	$ 6,000	
6	0		Tree Protection Ph1	$ -	$ 10,000	$ 10,000	
7	0		Temp Fencing Ph1 Only	$ -	$ 5,964	$ 5,964	
8	0		Builders Risk with 5K Deduct	$ -	$ 2,500	$ 2,500	Based on 5K deduct
9	0			$ -	$ -	$ -	
10	0			$ -	$ -	$ -	
11	0			$ -	$ -	$ -	
12	0			$ -	$ -	$ -	
13				$ -	$ -	$ -	
14			0	$ -	$ -	$ -	
15			*Subtotal Rudolph & Sletten, Inc Work Items*	$ -	$ 640,267	$ 640,267	
16			*SUBCONTRACTED WORK*				*SUBCONTRACTOR*
17	0	1A	Grading Phase 1	$ -	$ 2,194,997	$ 2,194,997	Preston
18	0	0	0	$ -	$ -	$ -	
19	0	0	0	$ -	$ -	$ -	
20	0	0	0	$ -	$ -	$ -	
21	0	0	0	$ -	$ -	$ -	
22	0	0	0	$ -	$ -	$ -	
23	0	0	0	$ -	$ -	$ -	
24	0	0	0	$ -	$ -	$ -	
25	0	0	0	$ -	$ -	$ -	
			Subtotal Subcontracted Work	$ -	$ 2,194,997	$ 2,194,997	
26			*REMAINING ESTIMATES*				
27	0	N/A	# Survey	$ -	$ 40,000	$ 40,000	
28	0	N/A	# Trash-retaining wall due to under ground per A/S250	$ -	$ 50,000	$ 50,000	
29	0	N/A	#	$ -	$ -	$ -	
30	0	N/A	#	$ -	$ -	$ -	
31	0	N/A	#	$ -	$ -	$ -	
32							
33			*Subtotal Post Bid Allocations*	$ -	$ 90,000	$ 90,000	
34			*ESTIMATE ALLOWANCES*				
35	0	N/A	# Allowance Cal Trans Black Vinyle Fence 2nd St	$ -	$ 20,625	$ 20,625	
36	0	N/A	Allowance Testing - Spec Inspection	$ -	$ 50,000	$ 50,000	
37	0	N/A	Allowance Cal Trans Pump Work	$ -	$ 10,000	$ 10,000	
38	0	N/A	Allowance for Shift - Weekend Work - min impact	$ -	$ 10,000	$ 10,000	
39	0	N/A	Allowance for Changes to Stormfilters	$ -	$ 35,000	$ 35,000	
40	0	N/A		$ -	$ -	$ -	
41			*Subtotal Estimate Allowances*	$ -	$ 125,625	$ 125,625	
42			*Subtotal All Categories*	$ -	$ 3,050,889	$ 3,050,889	
43		0.050	*Course of Construction Contingency (5.0%)*	$ -	$ 152,544	$ 152,544	
44		0.007	*Bond @ $7.13 / $1,000*	$ -	$ 22,840	$ 22,840	
45		0.010	*Liability Insurance (10.00/1000, DIC)*	$ -	$ 32,263	$ 32,263	
46							
47		0.025	*Overhead & Profit (2.5%)*	$ -	$ 81,463	$ 81,463	
48							
49			*Total All Categories*	$ -	$ 3,340,000	$ 3,340,000	
50			*Total All Costs*	$ -	$ 3,340,000	$ 3,340,000	
51			*Total All Costs*	$	3,340,000		

Exclusions / Qualifications: Refer to Exclusions & Qualifications Dated 5-22-07

Crocker Art Museum Phase 1Sitework

R&S Job no 2709-0

Exclusions/ Clarifications/ Qualifications
To the
Guaranteed Maximum Price

5/22/2007

Clarifications: **The following items are offered to provide further clarification to the work to be performed within this scope of this agreement.**

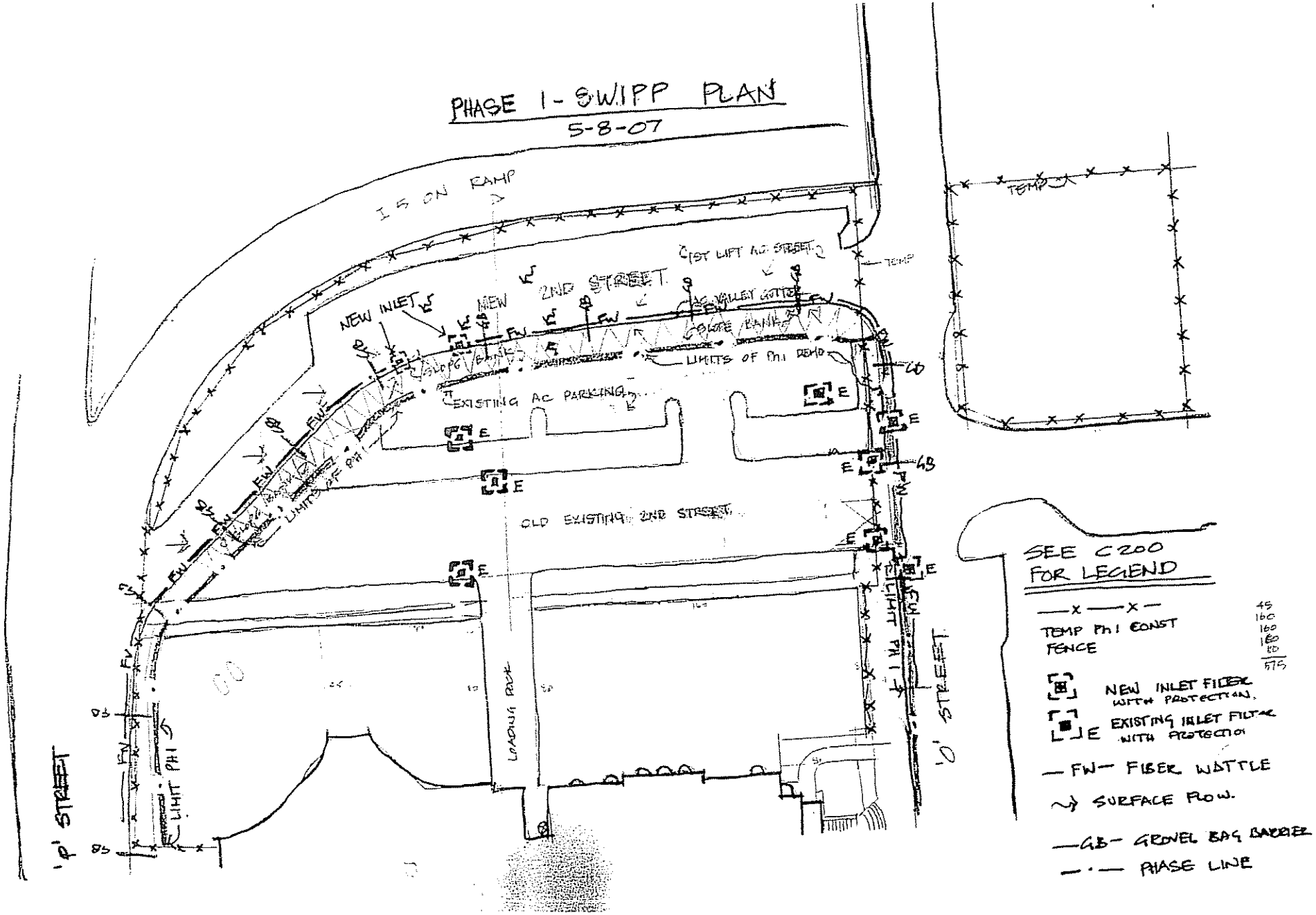
1 The GMP is based on the drawing and specification identified within the Appendix A - dated 5-22-07
2 Various allowances have been included in the GMP Expenditure for these funds will be used as deemed appropriate by Rudolph & Sletten Inc and approved by City of Sacramento to complete the project successfully These allowance do not represent individual guaranteed maximum price of themselves, and any savings, or additional cost may be transferred from line item to line item within the GMP at the discretion of Rudolph & Sletten Inc
3 The Guaranteed Maximum Price line items do not represent individual GMP's in and of themselves, any savings, or additional costs, may be transferred from line item to line item within the GMP at the discretion of Rudolph & Sletten Inc.
4 The baseline schedule is dated May 22, 2007
5 All underground conduits-boxes shown on plans are included All wire, fiber and street lights are in Phase 2 electrical or by others
6 Overtime premiums and or shift work beyond allowance on line 38 are not included
7 Testing and Special Inspection is limited to allowance shown on line 36 This line is for soils test and inspection only No other testing has been contemplated herein

Exclusions: **The following items are excluded from the scope of work of this agreement:**

1 Permits and Plan Check Fees
2 Architectural, Engineering, and Consultant Fees
3 Installation of telecommunications cabling or electrical cabling
4 Owner/Consultant utility service or Connection Fees
5 Hazardous waste handling or disposal of any kind
6 Water, gas, electrical, and sewer monthly utility costs, connection fees. and usage fees
7 Earthquake and Flood Insurance
8 Reproduction costs for Owner and Owner Consultants, Bid Documents Etc Reporductions are for shop drawings and submittal repro only
9 City, County,, State Fees including but not limited to Traffic Mitigation Fees, School Tax, Development Fees
10 Subguard Cost
11 Lanscape work (Future Bid)
12 Electrical Street Lights and Rework historical fixture (Future Bid)
13 This GMP dose not meet the Citie's 20% ESBE Requirements R&S is working closely with the low subcontractor to identify subs and suppliers that may meet this goal
14 Roof Structure, gates, embeds Etc for trash enclosure per 1/S250 is not included only footing
15 Finish products by trash enclosure Only Foundations and CMU block are included in Advance Line #28

End Of
Exclusions / Clarifications / Qualifications

PHASE 1 - SWIPP PLAN
5-8-07



Phase II Construction 020

RUDOLPH & SLETTEN, INC.

PROJECT: Crocker Art Museum Offsite Work
LOCATION: Sacramento, CA
EST. BY: Jon Foad

NO. OF FLOORS: Three
BUILDING AREA: N/A SF
SITE AREA: N/A AC

SYSTEM COMPONENT NO. 14.0
JOBSITE MANAGEMENT

DATE: 5/22/2007 17:45
DURATION: 4.3 Weeks
PERIOD 6/4/07 1/1/08

Code	Desc.	QUANTITY Factor	QUANTITY Amount	Unit	UNIT COSTS L	M	E	O	TOTAL COSTS: LABOR	MATER	EQUIP.	OTHER	TOTAL	WEEKS 30 Total This Phase
110	PROJECT MANAGEMENT PERSONNEL													
921	PROJECT EXECUTIVE	0.20	0.9	WKS	7,000.00				6,062	0	0	0	6,062	42,200
922	SR. PROJECT MANAGER	1.00	4.3	WKS	4,440.00				19,225	0	0	0	19,225	133,834
923	PROJECT MANAGER			WKS					0	0	0	0	0	0
927	SR. PROJECT SUPERINTENDENT	1.00	4.3	WKS	4,520.00				19,572	0	0	0	19,572	136,246
	PROJ. ASSISTANT SUPERINTENDENT			WKS					0	0	0	0	0	0
924	SR PROJECT ENGINEER	0.50	2.2	WKS	3,240.00				7,015	0	0	0	7,015	48,831
937	SR. PROJECT ACCOUNTANT			WKS					0	0	0	0	0	0
938	PROJECT ACCOUNTANT/E.O.C.			WKS					0	0	0	0	0	0
926	PROJECT ENGINEER INTERN			WKS					0	0	0	0	0	0
930	SR MECHANICAL COORDINATOR			WKS					0	0	0	0	0	0
934	SR. FIELD OFFICE COORDINATOR	0.40	1.7	WKS	2,320.00				4,018	0	0	0	4,018	27,973
905	ESTIMATING / DEVELOP GMP	1.00	17.3	HR	128.00				2,217	0	0	0	2,217	15,433
	LABOR ESCALATION @ 4%			WKS						0	0	0	0	0
	Subtotals								58,109	0	0	0	58,109	404,517
140	FIELD OFFICE EXPENSE (A GENERAL CODE)													0
141	JOBSITE OFF.-SET-UP/REM/RENT	0.50	0.5	MOS	194.67		450.00	50.00	97	0	225	25	347	2,418
142	JANITORIAL SERVICES - JOBSITE OFFICE		-	MOS					0	0	0	0	0	0
143	GUARD SERVICE		-	MOS					0	0	0	0	0	0
143	SONITROL - JOBSITE OFFICE	0.50	0.5	MOS				150.00	0	0	0	75	75	522
147	JOBSITE OFFICE FURNITURE - EQUIPMEN	0.50	0.5	MOS			100.00		0	0	50	0	50	348
148	PROJECT SIGN	1.00	1.0	LS				2,500.00	0	0	0	2,500	2,500	2,500
149	TEMP TOILETS (Use Crocker Facilities OK)		-	MOS			250.00		0	0	0	0	0	0
	Subtotals								97	0	275	2,600	2,972	20,692
150	SCHEDULING SERVICES (A GENERAL CODE)													0
157	SCHEDULING - consultant		By Staff	LS					0	0	0	0	0	0
157	SCHEDULING - IN HOUSE		By Staff	LS					0	0	0	0	0	0
	Subtotals								0	0	0	0	0	0
160	GENERAL ADMINISTRATION (A GENERAL CODE)													0
161	OFFICE SUPPLIES - PETTY CASH	1.00	1.0	MOS				75.00	0	0	0	75	75	522
162	FAX MACHINE+XEROX MACH.	0.50	0.5	MOS				250.00	0	0	0	125	125	870
163	POSTAGE, FEDERAL EXPRESS, ETC.	1.00	1.0	MOS				100.00	0	0	0	100	100	696
164	PROJECT MGT SOFTWARE/HARDWARE	1.00	4.3	WKS	92.00		154.26		398	0	668	0	1,066	7,423
165	TELE.INSTALL.&SERV. (Cellular)	4.00	4.1	MOS				150.00	0	0	0	615	615	4,281
166	REPRO COSTS/BLUEPRINT-COORD. DWG	1.00	1.0	MOS				100.00	0	0	0	100	100	696
167	DRINKING WATER & ICE - JOBSITE OFFIC	0.50	0.5	MOS				100.00	0	0	0	50	50	348
168	TRAVEL EXPENSES, TOLLS, PARKING	3.10	13.4	WKS				80.00	0	0	0	1,074	1,074	7,475
169	SUBSISTENCE			MOS					0	0	0	0	0	0
179	PROJECT CLOSEOUT/START-UP		By Staff	LS					0	0	0	0	0	0
	Subtotals								398	0	668	2,139	3,205	22,312
180	MANAGEMENT VEHICLES (A GENERAL CODE)													0
183	PICK-UP TRUCKS/CARS		In Rates	MOS					0	0	0	0	0	0
183	CAR EXPENSE P.M.		In Rates	MOS					0	0	0	0	0	0
186	GAS OIL,DIESEL FUEL,LUBRICANTS,ETC.-MGMT.VEH.		3.1	MOS			400.00		0	0	1,240	0	1,240	8,632
	Subtotals								0	0	1,240	0	1,240	8,632
	SUBTOTAL, JOBSITE MANAGEMENT								58,604	0	2,183	4,739	65,526	456,153

Phase II Construction 020

RUDOLPH & SLETTEN, INC.
PROJECT: Crocker Art Museum Offsite Work
LOCATION: Sacramento, CA
EST. BY: Jon Foad

NO. OF FLOORS: Three
BUILDING AREA: N/A SF
SITE AREA: N/A AC

SYSTEM COMPONENT NO. 14.0
JOBSITE MANAGEMENT

DATE: 5/22/2007 17:45
DURATION: 4.3 Weeks
PERIOD 6/4/07 1/1/08

WEEKS 30

Code	Desc.	QUANTITY Factor	Amount	Unit	UNIT COSTS L.	M	E	O	TOTAL COSTS: LABOR	MATER	EQUIP.	OTHER	TOTAL	Total This Phase
														0
120	GENERAL SAFETY (A GENERAL CODE)													12,660
121	SAFETY ENGINEER (SAFETY INSPECTION	0.10	0.4	WKS	4,200.00				1,819	0	0	0	1,819	0
123	FLAGMAN/TRAFFIC CONTROL		Sub	LS					0	0	0	0	0	108,514
124	JOBSITE SAFETY	1.00	4.3	WKS	3,600.00				15,588	0	0	0	15,588	2,436
125	BARRICADES AND SIGNS	1.00	1.0	MOS				350.00	0	0	0	350	350	0
126	SCAFFOLDING		C.O.W.	SF					0	0	0	0	0	278
127	PROTECTIVE EQUIPMENT & FIRST AID SI	1.00	1.0	MOS			40.00		0	0	40	0	40	0
128	FIRE PROTECTION/FIRE EXTINGUISHERS		C.O.W.	LS					0	0	0	0	0	278
129	PROGRESS PHOTOGRAPHS	1.00	1.0	MOS			40.00		0	0	40	0	40	124,168
	Subtotals								17,407	0	80	350	17,837	0
130	TEMPORARY SERVICES (A GENERAL CODE)													0
131	TEMP. ELEC.-INSTALLATION/DISTRIBUTION/ LIGHTS		Sub	LS					0	0	0	0	0	0
	Light Strings		C.O.W.	LS					0	0	0	0	0	0
	Tempower Boxes		C.O.W.	LS					0	0	0	0	0	0
	Cords To Tempower		C.O.W.	LS					0	0	0	0	0	0
	Cords From Tempower		C.O.W.	LS					0	0	0	0	0	0
	Trailer Office Connection (O.K. to use Art Art			MOS					0	0	0	0	0	0
	Light Stands		C.O.W.	LS					0	0	0	0	0	0
	Transformer			LS					0	0	0	0	0	0
132	TEMPORARY POWER CONSUMPTION		By Owner	MOS					0	0	0	0	0	0
133	TEMPORARY WATER - INSTALLATION		Sub	LS					0	0	0	0	0	0
134	TEMPORARY WATER - CONSUMPTION		Sub	MOS					0	0	0	0	0	0
135	TEMPORARY HEAT - INSTALLATION		C.O.W.	LS					0	0	0	0	0	0
136	TEMPORARY HEAT - CONSUMPTION		C.O.W.	MOS					0	0	0	0	0	0
137	WOOD LADDERS/STAIRS		C.O.W.	LS					0	0	0	0	0	0
138	CHEMICAL TOILETS	2.00	2.0	MO				200.00	0	0	0	400	400	2,785
139	TEMPORARY USE OF BUILDING ELEVATOR		C.O.W.	MOS					0	0	0	0	0	0
	Subtotals								0	0	0	400	400	2,785
140	MISC. FIELD EXPENSES (A GENERAL CODE)													0
142	JANITORIAL SERVICES OTHER THAN JOBSITE OFFICE		C.O.W.	LS					0	0	0	0	0	0
143	GUARD SERVICE/SECURITY OTHER THAN JOBSITE OF		C.O.W.	HR					0	0	0	0	0	0
144	INTERIM CLEAN-UP,DEBRIS BOXES		C.O.W.	WKS					0	0	0	0	0	0
145	FINAL CLEAN-UP		C.O.W.	SF					0	0	0	0	0	0
146	SITE CLEAN-UP		C.O.W.	SF					0	0	0	0	0	0
148	PROJECT SIGN	1.00	EA	LS					0	0	0	0	0	0
149	PUNCH LIST WORK		C.O.W.	LS					0	0	0	0	0	0
	Subtotals								0	0	0	0	0	0
150	FIELD ENGINEERING (A GENERAL CODE)													0
151	LAYOUT		C.O.W.	SF					0	0	0	0	0	0
152	SURVEYING (Registered Civil Engineer)		Owner	LS					0	0	0	0	0	0
153	R&S LAYOUT AND/OR SURVEY CHECKS		C.O.W.	LS					0	0	0	0	0	0
154	SPECIAL INSPECTIONS		Owner	LS					0	0	0	0	0	0
155	DETAILING		C.O.W.	LS					0	0	0	0	0	0
159	TESTING LAB SERVICES		Owner	LS					0	0	0	0	0	0
	Subtotals								0	0	0	0	0	0

Phase II Construction 020

RUDOLPH & SLETTEN, INC.
PROJECT: Crocker Art Museum Offsite Work
LOCATION: Sacramento, CA
EST. BY: Jon Foad

NO. OF FLOORS: Three
BUILDING AREA: N/A SF
SITE AREA: N/A AC

SYSTEM COMPONENT NO. 14.0
JOBSITE MANAGEMENT

DATE: 5/22/2007 17:45
DURATION: 4.3 Weeks
PERIOD 6/4/07 1/1/08

WEEKS 30

Code	Desc.	QUANTITY Factor	Amount	Unit	UNIT COSTS L	M	E	O	TOTAL COSTS: LABOR	MATER	EQUIP.	OTHER	TOTAL	Total Thus Phase
160	GENERAL ADMINISTRATION (A GENERAL CODE)													0
164	EMPLOYEE PARKING COSTS		N/A	LS					0	0	0	0	0	0
167	DRINKING WATER & ICE OTHER THAN JOBSITE OFFIC		Sub	LS					0	0	0	0	0	0
	Subtotals								0	0	0	0	0	0
170	PERMITS, INSURANCE, TAXES (A GENERAL CODE)													0
171	PERMITS/PLAN CHECK		Owner	LS					0	0	0	0	0	0
172	LICENSES (BY OWNER)		Owner	LS					0	0	0	0	0	0
173	INSURANCE/LIABILITY ONLY		C.O.W.	LS					0	0	0	0	0	0
174	R&S BOND - PREMIUM		C.O.W.	LS					0	0	0	0	0	0
175	SUBCONTRACTOR BOND PREMIUMS		Sub	LS					0	0	0	0	0	0
176	UTILITY CONNECT. FEES		Owner	LS					0	0	0	0	0	0
177	LOCAL TAXES & FEES		Owner	LS					0	0	0	0	0	0
178	CITY GROSS RECEIPTS TAX		Owner	LS					0	0	0	0	0	0
	Subtotals								0	0	0	0	0	0
180	EQUIPMENT AND TOOLS (A GENERAL CODE)													0
181	EXPENDABLE TOOLS		C.O.W.	LS					0	0	0	0	0	0
182	EQUIPMENT RENTAL		C.O.W.	LS					0	0	0	0	0	0
184	EQUIP.REPAIR/TOOL SHARPENING		C.O.W.	LS					0	0	0	0	0	0
185	TOWER CRANE, FOUNDATION		N/A	LS					0	0	0	0	0	0
185	TOWER CRANE, ERECT/DISMANTLE/RENT/OPER.		N/A	LS					0	0	0	0	0	0
186	GAS,OIL,DIESEL FUEL,LUBRICANTS (EQUIP.)		N/A	LS					0	0	0	0	0	0
187	MOBILE CRANES		C.O.W.	LS					0	0	0	0	0	0
188	MATERIAL HANDLING & HOISTING		C.O.W.	LS					0	0	0	0	0	0
189	PERSONNEL HOIST, FOUNDATION		N/A	LS					0	0	0	0	0	0
189	PERSONNEL HOIST, ERECT/DISMTL./RENT/OPER.		N/A	MO					0	0	0	0	0	0
	Subtotals								0	0	0	0	0	0
190	SITE CONDITIONS (A GENERAL CODE)													0
191	TEMPORARY ROADS		Sub	LS					0	0	0	0	0	0
192	STAGING & STORAGE AREA		Sub	LS					0	0	0	0	0	0
193	SITE DEWATERING/CLEAR DRAINS		Sub	LS					0	0	0	0	0	0
194	WINTER PROTECTION/MAINTENANCE		C.O.W.	LS					0	0	0	0	0	0
195	SITE FENCING		Sub	LS					0	0	0	0	0	0
196	TREE PROTECTION		Sub	LS					0	0	0	0	0	0
197	DUST CONTROL		Sub	LS					0	0	0	0	0	0
197	SWPP MANAGEMENT	0.50	2.2	WKS	1,960.00	100.00		20.00	4,243	217	0	43	4,503	31,349
198	TOOL SHED	1.00	4.3	WKS			31.94		0	0	138	0	138	963
199	TWO-WAY RADIOS	4.00	4.0	MOS				75.00	0	0	0	300	300	2,088
	Subtotals								4,243	217	138	343	4,942	34,400
	TOTALS--SPECIAL REQUIREMENTS SC #15.0								21,650	217	218	1,093	23,178	161,352
	TOTALS--JOBSITE MANAGEMENT SC #14.0								58,604	0	2,183	4,739	65,526	456,153
														0
	TOTALS--ESTIMATED GENERAL CONDITIONS PER MONTH								80,254	217	2,401	5,832	88,704	617,505

Phase II Construction 020

RUDOLPH & SLETTEN, INC.

PROJECT: Crocker Art Museum Offsite Work
LOCATION: Sacramento, CA
EST. BY: Jon Foad

NO. OF FLOORS: Three
BUILDING AREA: N/A SF
SITE AREA: N/A AC

SYSTEM COMPONENT NO. 14.0
JOBSITE MANAGEMENT

DATE: 5/22/2007 17:45
DURATION: 4.3 Weeks
PERIOD 6/4/07 1/1/08

WEEKS 30

Code	Desc.	QUANTITY Factor	Amount	Unit	UNIT COSTS L	M	E	O	TOTAL COSTS: LABOR	MATER	EQUIP.	OTHER	TOTAL	Total Thus Phase
	RECAP:													0
110	PROJECT MANAGEMENT PERSONNEL								58,109	0	0	0	58,109	404,517
140	FIELD OFFICE EXPENSE (A GENERAL CODE)								97	0	275	2,600	2,972	20,692
150	SCHEDULING SERVICES (A GENERAL CODE)								0	0	0	0	0	0
160	GENERAL ADMINISTRATION (A GENERAL CODE)								398	0	668	2,139	3,205	22,312
180	MANAGEMENT VEHICLES (A GENERAL CODE)								0	0	1,240	0	1,240	8,632
	TOTALS--JOBSITE MANAGEMENT SC #14.0								58,604	0	2,183	4,739	65,526	456,153
														0
120	GENERAL SAFETY (A GENERAL CODE)								17,407	0	80	350	17,837	124,168
130	TEMPORARY SERVICES (A GENERAL CODE)								0	0	0	400	400	2,785
130	TEMPORARY SERVICES (A GENERAL CODE)								0	0	0	0	0	0
150	FIELD ENGINEERING (A GENERAL CODE)								0	0	0	0	0	0
160	GENERAL ADMINISTRATION (A GENERAL CODE)								0	0	0	0	0	0
170	PERMITS, INSURANCE, TAXES (A GENERAL CODE)								0	0	0	0	0	0
180	EQUIPMENT AND TOOLS (A GENERAL CODE)								0	0	0	0	0	0
190	SITE CONDITIONS (A GENERAL CODE)								4,243	217	138	343	4,942	34,400
	TOTALS--SPECIAL REQUIREMENTS SC #15.0								21,650	217	218	1,093	23,178	161,352
	COST/WEEK								5,000	50	50	252	5,353	37,264
	TOTALS--JOBSITE MANAGEMENT SC #14.0								58,604	0	2,183	4,739	65,526	456,153
	COST/WEEK								13,534	0	504	1,094	15,133	105,347
	TOTALS--ESTIMATED GENERAL CONDITIONS PER MONTH								80,254	217	2,401	5,832	88,704	617,505
	COST/WEEK								18,534	50	555	1,347	20,486	

Construction 617,505

RUDOLPH AND SLETTEN, INC.
B P NO. 1A
PROJECT: CROCKER MUSEUM
BID DATE 5/22/2007

ase 1	1,968,110
Phase 2	929.818
Deffered	(383,000)
	2.514.928

			Preston Pipelines, Inc 916-386-1500 William Martin	Navajo Pipeline 916-448-0134 Jamie Davila	Granite Construction Company 916-855-4400 Chad Schumacher	Teichert Construction (916) 386-6800 Pratt, Stan	Duran & Venables Inc 916-498-0762 Scott Creason
1.0 BASE BID							
	Phase 1		$ 2.194.997	$ 2.330.900	No Bid	No Bid	Bid as Sub to Preston
adj							
adj							
1.00	Contact Amount		$ 2,194,997	$ 2,330,900	$ -	$ -	$ -
ALT. NO 1	Phase 2		$ 711.329	$ 944.710			
adj							
	Total Bid		$ 2,906,326	$ 3,275,610	$ -	$ -	$ -
				369.284	13%		
2.0 ALTERNATE BIDS							
ALT NO 1	Phase 2		$ 711.329	$ 944 710			
ALT NO 2	New Driveway per C102		$ 18.975	$ 50.000			
3.0 UNIT PRICE							
Unit Price #1	Export of Spoils	$/cyd	$ 30 00	$ 25 00			
Unit Price #2	Import of Fill	$/cyd	$ 25 00	$ 39 00			
Unit Price #3	Crushed Rock Import	$/cyd	$ 40 00	$ -			
Unit Price #4							
4.0 SCHEDULE							
Yes/No			Yes	Yes			
Shop Drawings	Weeks		1	2			
5.0 SUBCONTRACTORS			Duran and Venables Inc	Vintage Kemper, Pacific Ex, Pacif Utility M& P Survey			
LABOR RATES							
Reg			$ 110 00	$ 64 49			
Overtime			$ 136 00	$ 86 71			
Double			$ 160 00	$ 108 92			
Journeyman			Superintendent				
Reg			$ 90 00	$ 87 72			
Overtime			$ 116 00	$ 116 90			
Double			$ 142 00	$ 146 07			
Operator							
Reg			$ 90 00	$ 83 56			
Overtime			$ 116 00	$ 115 31			
Double			$ 142 00	$ 147 06			
Foreman							
Reg			$ 68 00	$ 56 87			
Overtime			$ 90 00	$ 75 28			
Double			$ 110 00	$ 93 68			
Apprentice							
Reg			$ 65 00	$ 70 68			
Overtime			$ 85 00	$ 95 98			
Double			$ 110 00	$ 121 29			
Labor							
7.0 FEES FOR ADDITIONAL WORK			Per ITBs	Per ITBs			
8.0 SAFETY (Initial)			Yes	Yes			
9.0 INSURANCE (Initial)			Yes	Yes			
10.0 CONTRACTS (Initial)			Yes	Yes			
11.0 WORKERS COMPENSATION MODIFIER			0.75%	0.76%			
12.0 SMBE			No	Yes- 21297			
13.0 BOND RATE			0.798%	1.00%			
14.0 ACKNOWLEDGEMENTS							
Amend A			Yes	Yes			
Amend B			Yes	Yes			
Amend C			Yes	Yes			
Amend D			Yes	Yes			
Addendum A			Yes (called)	Yes			
ATTACHMENT TO BID FORM			None	yes			
NOTES			No Qualification Attached	Qualifications: Cartridge Counts- Anti floatation Requirements on Storm Drain Box.			

RUDOLPH AND SLETTEN
INCORPORATED 1980
GENERAL AND ENGINEERING CONTRACTORS

BID FORM FOR BID PACKAGE 1A
GRADING AND UNDERGROUND UTILITES

C/O RUDOLPH and SLETTEN, INC.
1504 Eureka Road Suite 200
Roseville CA 95661-3058
Phone: 916-781-8001
Fax: 916-781-8003
Attention: Jim Pon
Senior Estimator

BID DUE DATE: **May 22, 2007**
TIME: **2:00 PM** (Pacific Time)
PLACE: **Rudolph and Sletten, Inc. Roseville Office (Fax: 916-781-8003)**

From: COMPANY: PRESTON PIPELINES INC.
CONTACT: LARRY RHODEN
PHONE: (916) 386-1500
E-MAIL: LRHODEN@PRESTONPIPELINES.COM

We propose to furnish all labor, material, equipment, supervision and all other costs necessary to perform the work indicated below in accordance with the Instructions to Bidders for **Bid Package 1a Grading and Underground Utilities** and the various documents referred to therein, all for the sum listed below:

1 **BASE BID:**

1 1 All costs All Work per Amendments in Phase 1. $ 2194,997 00

2 **ALTERNATE BIDS:**

2.1 Alternate #1- Phase 2- Balance of Work as described per Amend and Plans $ 711,329

2.2 Alternate #2- New Driveway per C102 per Amendments $ 18,975

2.3 Alternate #3- _____ $ _____

2.4 Alternate #4- _____ $ _____

3 **UNIT COSTS:**

The following unit costs shall be used for additive and or deductive change orders All labor, material, equipment, supervision and all other costs including overhead and mark-up fees shall be included.

3.1 Unit Cost No. 1: Export of Spoils 30.00 ($/cyd)

3.2 Unit Cost No. 2: Import of Fill 25.00 ($/cyd)

3.3 Unit Cost No. 3: CRUSHED ROCK IMPORT 40.00 ($/TN)

3.4 Unit Cost No. 4: _____ ($/___)

3.5 Unit Cost No. 5: _____ ($/___)

3.6 Unit Cost No. 6: _____ ($/___)

4 **SCHEDULE:**

4.1 We acknowledge Rudolph and Sletten's Bid Schedule, and all other requirements included in the Contract Documents that affect schedule, and can meet or improved upon all dates and/or durations indicated therein.

Yes: X No: _____

In addition, we offer the following to assist Rudolph and Sletten in evaluation of our bid (these do not negate any of Rudolph and Sletten's schedule requirements).

4.2 Submittals from Award 1 Weeks

5 **SUBCONTRACTORS IF ANY**

5.1 List the subcontractors you expect to use as part of this bid. (Include License Number)

DURAN & VENABLES, INC. 375068

6 **LABOR RATES:**

The following labor rates and equipment rates shall be used for additional work. All costs including, but not necessarily limited to, labor burden, fringes, payroll taxes, worker's compensation and liability insurance, etc. shall be included. The rates shall also include a percentage for all overhead items such as home office administration, estimating, project management, cartage, small tools, pick-up trucks, travel time, supervision, and all other direct job expenses. The rate shall also include a percentage for fee. No additional mark-ups shall be allowed on labor.

Hourly Rates	Regular	(1½ x) Overtime	(2 x) Double	
A. Journeyman	110-	136-	160-	- SUPERINTENDENT.
B. Operator	90-	116-	142-	
C. Foreman	90-	116-	142-	
E. Apprentice	68-	90-	110-	
F. LABOR	65-	85-	110-	

7 **FEES FOR ADDITIONAL WORK**

Refer to Instructions to Bidders dated March 23, 2007 for allowable change order mark-ups.

8 **SAFETY:**

We acknowledge all safety requirements identified in the Bid Documents **(Initial)** LR

9 **INSURANCE:**

We have Included in the bid Amounts the insurance requirements as outlined in Rudolph and Sletten Inc 's General Requirements dated November 1, 2003.

(Initial) LR

10 **CONTRACT:**

In the event that after review and clarifications of this bid, Rudolph and Sletten and the Owner make the determination that this bidder is awarded this scope of work, Bidder agrees to execute and return required subcontract agreement as set forth by Rudolph and Sletten, **with no qualifications or exclusions in the contract language** within ten (10) working days of receipt of such subcontract agreement. **(Initial)** LR

11 **WORKERS' COMENSATION MODIFIER:**

Please indicate the percentage of your Workers' Compensation Insurance Modifier. .75 %

12 **SMBE LOCAL PARTICIPATION:**
Are You A City of Sacramento SMBE Member : YES : _____ NO : X

13 **BOND:**
Total amount (or percentage) to be added to this bid if this Subcontractor is required to provide Performance and Payment Bond is:
$ 21602.00 .748 %

14 **ACKNOWLEDGMENTS:**

14.1 We acknowledge that we have examined Rudolph and Sletten, Inc.'s Instructions to Bidders dated March 23, 2007 Addenda and Amendments (listed below) and we understand their effect on our work schedule.

Amendment A Dated 4-26-07 Addendum 1 ✓ Dated _____
Amendment B Dated 5-16-07 Addendum _____ Dated _____
Amendment C Dated 5-18-07 Addendum _____ Dated _____
Amendment D Dated 5-21-07 Addendum _____ Dated _____

14.2 We acknowledge that the Owner and Rudolph and Sletten, Inc. may rely upon this Bid in determining whether to proceed with the project and/or contracts thereunder; and that once submitted, this bid may not be altered, amended, or withdrawn for a **period of sixty (60) days** without the prior written consent of Rudolph and Sletten, Inc.

14.3 We and our Insurance brokers, representing and speaking of our insurance carriers, acknowledge that we have read and understand all requirements in the Instructions to Bidders, and other Contract Documents for Insurance Coverage.

15 **SUBCONTRACT:**
We agree that if we are awarded the work on the basis of this proposal, we will enter into and execute a contract with Rudolph and Sletten, Inc. on the Long Form Standard Subcontract (AGCC-3, 12-98) listed in the Instructions to Bidders.

FIRM: PRESTON PIPELINES INC.
BY: LARRY R. HODEN
SIGNATURE: [signature]
TITLE: SACRAMENTO AREA MANAGER
DATE: 5/22/07
CONTRACTOR'S LICENSE NO: 367660
EXPIRATION DATE: 2008
FEDERAL TAXPAYER I.D. NO.: 94-2508467
LICENSE CLASSIFICATIONS: A - GENERAL ENGINEERING

Wallace Kuhl
& ASSOCIATES INC

CORPORATE OFFICE
3251 Beacon Boulevard Suite 300
West Sacramento CA 95691
916 372 1434 phone
916 372 2565 fax

ROCKLIN OFFICE
500 Menlo Drive Suite 100
Rocklin CA 95765
916 435 9722 phone
916 435 9822 fax

STOCKTON OFFICE
3410 West Hammer Lane Suite F
Stockton CA 95219
209 234 7722 phone
209 234 7727 fax

May 23, 2007

Mr. Michael McKaig
C/o Ms. Lial Jones
Crocker Art Museum Association
216 O Street
Sacramento, California 95814

Construction Observation and Testing Proposal (Revised)
CROCKER ART MUSEUM EXPANSION
216 O Street
Sacramento, California 95814
WKA Proposal No. 4PR06R019

As requested, we are pleased to submit this proposal to provide observation and earthwork testing services during construction of the planned Crocker Art Museum expansion located at 216 O Street in Sacramento, California. The purposes of our work would be to provide written reports concerning compliance of the pile construction and earthwork with the recommendations contained in the *Geotechnical Engineering Report* (WKA No. 5180.01, dated August 30, 2002) prepared for the planned museum expansion.

Proposed Scope of Work

To assist in the preparation of this proposal, we have reviewed the *Site Work Bid Schedule*, dated May 17, 2007. Our scope of work has been divided into three separate tasks that include observation and monitoring services during pile construction and earthwork testing and observation services for Phase I and II.

Task 1 – Pile Testing and Observation Services

Our services for Task 1 will cover the pile load test, indicator pile program, and observation of production pile construction, and includes reports at the completion of various stages of the pile foundation construction The purpose of this work will be to determine the correct length of the production piles to achieve the ultimate capacity of the piles and to verify conformance of the pile installation with that criteria and the recommendations contained in our *Geotechnical Engineering Report* For the purposes of this project, we have assumed the test piles will be statically loaded in accordance with ASTM Test Method D1143 for compressive loads and ASTM Test Method D3966 for lateral loads

We understand the pile contractor has not been selected for this project Based on our previous experience, we have assumed the contractor will complete 15 piles per day Material testing for the piles (e g grout cubes, rebar, etc) is <u>not</u> included within this scope of work

Task 2 – Earthwork Testing and Observation Services (Phase I)

Review of the preliminary construction schedule indicates that the earthwork portion of the project has been subdivided into two separate phases with Phase I including the off-site improvements and Phase II including the on-site improvements Our services for Task 2 will cover the testing and observation services during the off-site demolition and grading activities of 2nd Street, as well as compaction testing of backfill for off-site underground utilities within O and P Streets Construction of the off-site improvements is anticipated to last approximately 120 days between the period from June 25, 2007 through December 14, 2007 Review of the preliminary construction schedule indicates that several off-site improvements will be constructed concurrently Therefore, we have based our budget for Phase I on approximately 84 days

Task 3 – Earthwork Testing and Observation Services (Phase II)

Our services for Task 2 will cover the testing and observation services The on-site work for Phase II, which includes site demolition and grading activities, as well as compaction testing of underground utility backfill and structural backfill of retaining walls Construction of the on-site improvements is anticipated to last approximately 170 days between the period from November 9, 2007 through July 11, 2008 A major portion of the on-site work (approximately 115 days)

includes foundation work (e.g. piles) that has been included in Task 1 of this proposal. Therefore, our budget for Task 3 is based on approximately 41 days.

Cost Estimate

Following is a summary of the estimated costs to complete each of the above tasks:

Task 1 – Pile Load Testing and Observation Services	$44,600
Task 2 – Earthwork Testing and Observation Services (Phase I)	$47,700
Task 3 – Earthwork Testing and Observation Services (Phase II)	$11,100
Estimated Project Total	$103,400

Please note, the above budgets are based on the anticipated time needed to complete each task of work and that some delays may be out of our control due to poor weather conditions, sub-contractor's performance, unanticipated soil conditions or other reasons. ***Billing will be based upon the attached schedule of fee for the work actually accomplished.*** We have assumed that this project falls under current prevailing wage laws as defined by SB1999. Therefore, we have included those rates in our fee estimate. If this is not the case, please notify us immediately so we can revise this proposal accordingly.

We emphasize that our presence on the job would be to represent your interests in determining if the contractor's work complies with the project plans and specifications. We would not supervise the construction operations nor would we be responsible for job or site safety.

To ensure that all parties fully understand the limitations of our role in your project, we emphasize that our representative will not act as supervisor of construction, nor will we direct construction operations. The various sub-contractors should be informed that neither the presence of our representative nor the testing or observation by our firm shall excuse them for defects discovered in their work. Job and site safety of the contractor's personnel will be the sole responsibility of the contractor.

Our experience, caliber of personnel and desire to excel in service will make us a valuable and cost effective member of your construction team. We believe it is to your advantage to use the same consultant for geotechnical engineering report preparation and earthwork testing services,

as this provides you with continuity and eliminates the risk of misinterpretation of the report recommendations.

This proposal does not include costs for special inspections and materials testing (e.g. grout, concrete, steel, etc.) that may be required by the City of Sacramento during construction of the planned structures. A proposal for these services can be provided, upon your request.

Agreement

If this proposal is acceptable, please sign the attached agreement and return it and one copy of this letter as our written authorization to proceed.

We appreciate the opportunity to submit this proposal and look forward to our association with you on this project.

Wallace - Kuhl & Associates, Inc.

Michael M. Watari
Senior Engineer
GE No. 2675, Exp. 12/31/07

MMW:jgz

Attachments: Construction Services Agreement
Schedule of Fees DPW (August 2006)

R:\Dept. 4 - Earthwork\Proposals\2006 Proposals\4PR06R019 - Crocker Art Museum Expansion\Proposal (Revised).doc

Wallace Kuhl & Associates Inc

CONSTRUCTION TESTING AGREEMENT

CROCKER ART MUSEUM EXPANSION
SACRAMENTO, CALIFORNIA

CROCKER ART MUSEUM ASSOCIATION (CLIENT") and WALLACE • KUHL & ASSOCIATES, INC ("WKA") agree

1 PROFESSIONAL SERVICES WKA will perform professional services and will receive compensation pursuant to the terms and conditions of the attached proposal letter dated May 23, 2007, which is incorporated herein by reference In performing professional services, WKA shall use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the engineering profession practicing under similar conditions at the same time and in the same or similar locality CLIENT understands and acknowledges the inherent risks connected with construction and agrees that no warranty, either expressed or implied, is included in this Agreement or in any drawing, specification, report or opinion produced pursuant to this Agreement

2 PAYMENT WKA will submit invoices for services rendered on a periodic basis, provided, however, said invoices shall not be submitted more frequently than once every 30 days Invoices shall be due upon receipt, but shall not be considered delinquent if paid on or before the expiration of 30 days from date of mailing If payment is not so made, a late payment charge shall be due on the invoice amount at the rate of one and one-half percent (1½%) per month on the unpaid balance from the date of the invoice until paid In the event of delinquency, CLIENT shall pay the actual cost of collection including, without limitation, reasonable attorneys' fees

3 JOB SITE WKA will not act as supervisor of construction operations, nor will WKA direct or exert any control over such operations The construction contractor(s) shall be informed that neither the presence of WKA on the job site, nor the testing by WKA shall excuse the contractor(s) for defects in any contractor's work or any contractor's non-compliance with the project plans specifications or applicable laws, ordinances, regulations or standards, whether such defect or non-compliance is discovered during or after construction CLIENT agrees that the construction contractor(s) will be required by CLIENT to assume sole and complete responsibility for job conditions during construction, including safety of persons and property

4 REPORTS Reports, plans and other work prepared by WKA remain the property of WKA CLIENT agrees that all reports and other work furnished to the CLIENT and his agents not paid for will be returned upon demand, and will not be used for licensing, permits, design and/or construction

5 LIABILITY CLIENT agrees to indemnify and hold WKA harmless from any and all liability in connection with the performance of work during construction of this project, except liability arising directly from the gross negligence or willful misconduct of WKA WKA carries workers' compensation insurance and public liability insurance for bodily injury and property damage that may be suffered by third parties and members of the public who are not covered by the limitation of liability set forth below in Paragraph 6 Certificates of coverage will be furnished to CLIENT upon written request WKA assumes the risk of damage caused by its personnel to its supplies and equipment In the event CLIENT desires greater insurance coverage and directs WKA to take out additional insurance, WKA shall procure and maintain additional insurance, if procurable, at CLIENT's expense; provided, however, WKA shall not be responsible for property damage and bodily injury resulting from any cause, including fire and explosion beyond the amount and coverage of WKA's insurance

6 LIMITATION OF LIABILITY WKA's liability for damages due to alleged negligent professional acts, errors and omissions will be limited to a sum not to exceed $50,000 or WKA's total fee whichever is greater Notwithstanding any other provision herein to the contrary, WKA shall not be responsible or held liable for any special, indirect or consequential damages resulting in any way from WKA's performance under this Agreement

7 GOVERNING LAW; DISPUTES This Agreement shall be governed by the laws of the State of California Should either party hereto bring suit in court to enforce any term of this Agreement, it is agreed that the prevailing party shall be entitled to recover his costs expenses and reasonable attorneys' fees

CROCKER ART MUSEUM ASSOCIATION	WALLACE • KUHL & ASSOCIATES, INC.
Signature	*Signature*
Name printed or typed *Title*	Michael M. Watari, Senior Engineer / GE No. 2675 *Name/Title*
Date	May 23, 2007 *Date*
Company Address	

SCHEDULE OF FEES DPW

EARTHWORK TESTING
AUGUST 2006

Administrative Assistant	$ 60.00/hr.
Soil Tester	$ 102 00/hr
Project Manager	$ 110 00/hr.
Staff Engineer	$ 110 00/hr
Senior Staff Engineer or Geologist	$ 115 00/hr
Project Engineer	$ 125 00/hr
Senior Project Engineer	$ 135 00/hr
Senior Engineer	$ 145 00/hr.
Principal Engineer	$ 175 00/hr
Vehicle Charge	$ 0 65/mile
Subsistence	$ 55 00/day
Lodging	Cost
Premium Charges	
Overtime (Saturdays and over 8 hours in one day)	add $ 38 00/hr
Sunday and Holidays	add $ 47 00/hr

Compaction Characteristics: Laboratory moisture/density relationship

ASTM D 698	
Methods A	$ 190 00 each
Methods B, C & D	$ 200 00 each
ASTM D 1557	
Method A	$ 230 00 each
Method B, C & D	$ 240 00 each
CT 216	$ 240 00 each

NOTES:

1) A two hour minimum charge will apply to field technician services with the following exceptions.
   a) Single trip pickup and delivery services, where a one hour minimum will apply
   b) Saturday, Sunday and holidays, where a four hour minimum charge will apply
2) A $20 00 per hour shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P M and 5 A M , as well as a four hour minimum

Crocker Art Museum Expansion
Site & Off Site Bid Schedule
Revised May 23, 2007

ID	Task Name	Duration	Start	Finish	Predecessors	Successors	Notes
1	**Design/Review/Approval**	**640 days**	**Mon 8/2/04**	**Fri 1/12/07**			
10	**Estimates & Authorizations**	**650 days**	**Mon 8/2/04**	**Fri 1/26/07**			
15							
16	**Site work Bid Process**	**295 days**	**Fri 4/20/07**	**Wed 6/18/08**			
17	Receive Bid Documents	0 days	Fri 4/20/07	Fri 4/20/07		18	
18	Write Instructions to Bidders	1 wk	Fri 4/20/07	Thu 4/26/07	17	19FS+2 days	
19	Pre-Bid Site Walk	0 days	Mon 4/30/07	Mon 4/30/07	18FS+2 days		
20	Site Bids Due-TBD	0 days	Tue 5/22/07	Tue 5/22/07		21	10d for R&S to write ITB's
21	Evaluate Responsive Bidders	2 days	Tue 5/22/07	Wed 5/23/07	20	22	
22	Develop GMP	2 days	Thu 5/24/07	Fri 5/25/07	21	23	
23	City Contract Ratification	1 day	Tue 5/29/07	Tue 5/29/07	22		
24	**Phase II Bidding - Building & CUP**	**265 days**	**Mon 6/4/07**	**Wed 6/18/08**			
34	**CONSTRUCTION**	**1383 days?**	**Mon 8/2/04**	**Tue 12/1/09**			
35	**SITEWORK**	**136 days**	**Mon 6/4/07**	**Fri 12/14/07**			
36	**Pre Grading Activities-Phase -Off Site C-200, C1-4**	**26 days**	**Mon 6/4/07**	**Tue 7/10/07**			
37	Post Bid Site Meeting-TBD	1 day	Mon 6/4/07	Mon 6/4/07		43,40,38	
38	Utility Kick off Meeting & schedule review-TBD	1 day	Tue 6/5/07	Tue 6/5/07	37	39	
39	Confirm Cal Trans Encroachment Permit	0 days	Tue 6/5/07	Tue 6/5/07	38		
40	Mobilize Project	10 days	Tue 6/5/07	Mon 6/18/07	37	'S+1 wk,59,56FS+1 wk,42FS-5 days	
41	Submittals as required	20 days	Tue 6/12/07	Tue 7/10/07	40FS-5 days	59	2 wks subs, 2 wks review
42	Submit for City Encroachment Permit with Traffic Plan	10 days	Tue 6/12/07	Mon 6/25/07	40FS-5 days		
43	USA Site	2 days	Tue 6/5/07	Wed 6/6/07	37		
44	Site Survey & Staking	2 days	Tue 6/19/07	Wed 6/20/07	40	49,45SS,46SS,48	
45	Post Site signage/barricades	2 days	Tue 6/19/07	Wed 6/20/07	44SS	47	
46	Install Site Security Fence-by R&S	2 days	Tue 6/19/07	Wed 6/20/07	44SS	47,50,51,52,53,54,78	
47	Install SWPPP Measures as required	3 days	Thu 6/21/07	Mon 6/25/07	45,46	78	
48	Install Tree Protection	3 days	Thu 6/21/07	Mon 6/25/07	44		
49	Verify Cal Trans Utilities per note 7&8 C-5	2 days	Thu 6/21/07	Fri 6/22/07	44	78	
50	Remove Existing Chain link Fencing	2 days	Thu 6/21/07	Fri 6/22/07	46	78	
51	Remove Existing Street Lights	2 days	Thu 6/21/07	Fri 6/22/07	46	78	
52	Remove / Relocate Existing Signage	2 days	Thu 6/21/07	Fri 6/22/07	46	78	
53	Remove Parking Meters & Ticket Dispenser by City	2 days	Thu 6/21/07	Fri 6/22/07	46	78	
54	Saw cut all concrete as required	2 days	Thu 6/21/07	Fri 6/22/07	46		
55	**Phase 1- Offsite 2007**	**120 days**	**Mon 6/25/07**	**Fri 12/14/07**			
56	Encroachment Permit with Traffic Plan approved	0 days	Mon 6/25/07	Mon 6/25/07	40FS+1 wk	58FS+3 days,69FS+3 days	
57	**O Street Utilities C-7 & C-8, WH 1 & WH2**	**100 days**	**Fri 6/29/07**	**Mon 11/19/07**	**40FS+1 wk**		
58	Signage & Traffic Plan in Place	2 days	Fri 6/29/07	Mon 7/2/07	56FS+3 days	59SS,77	
59	Install Storm Drain Piping & Man Holes	10 days	Wed 7/11/07	Tue 7/24/07	58SS,40,41	78,70,60FF	
60	Install 2ea-2" conduits & Vault per City for new fibe	10 days	Wed 7/11/07	Tue 7/24/07	59FF	64FS-2 days,63FS-2 days,61	
61	Install conduits into Existing MDF Room	3 days	Wed 7/25/07	Fri 7/27/07	60	62	
62	City Pull Fiber to MDF Room for Security	30 days	Mon 7/30/07	Mon 9/10/07	61		
63	Install AT&T Conduit and Vaults	5 days	Mon 7/23/07	Fri 7/27/07	60FS-2 days		
64	Install Water Mains & Fire Hydrants-Flush & Test	5 days	Mon 7/23/07	Fri 7/27/07	60FS-2 days	65	
65	Replace Curbs, Walks & Handicap Ramps	6 days	Mon 7/30/07	Mon 8/6/07	64	66,74	
66	Saw cut AC, Demo & Overlay O Street as detailed	3 days	Tue 11/13/07	Thu 11/15/07	72,73,95SS,65	67	
67	Signage & Striping--C-15	2 days	Fri 11/16/07	Mon 11/19/07	66		
68	**P Street Utilities-C-9, WH 1 & WH2**	**100 days**	**Fri 6/29/07**	**Mon 11/19/07**			
69	Signage & Traffic Plan in Place	2 days	Fri 6/29/07	Mon 7/2/07	56FS+3 days	70,77	
70	Install 12" & 18" Storm Drain Piping & MH	10 days	Wed 7/25/07	Tue 8/7/07	69,59	78,71	
71	Install approx. 315' of 6" Sewer Piping & MH	10 days	Wed 8/8/07	Tue 8/21/07	70	72,73	
72	Install 4" & 6" Water Mains & Fire Hydrants, Flush	5 days	Wed 8/22/07	Tue 8/28/07	71	66,74	
73	Gas Piping By PG&E	5 days	Wed 8/22/07	Tue 8/28/07	71	66,74	
74	Saw cut AC, Demo & Overlay P Street as detailed	3 days	Tue 11/13/07	Thu 11/15/07	72,73,95SS,65	75	
75	Signage & Striping--C-15	2 days	Fri 11/16/07	Mon 11/19/07	74		
76	**P Street & 2nd Street C-5 & C-9, WH1 & WH2**	**115 days**	**Tue 7/3/07**	**Fri 12/14/07**			
77	Grading & Utility Survey	3 days	Tue 7/3/07	Fri 7/6/07	58,69	78	
78	Demo landscaping, concrete & asphalt	5 days	Wed 8/8/07	Tue 8/14/07	59,70,77,46,47,49,50	79	
79	Rough Grading	3 days	Wed 8/15/07	Fri 8/17/07	78	80	
80	Excavate & Shore for Storm Drain Piping	10 days	Mon 8/20/07	Fri 8/31/07	79	81SS+2 days	
81	Install Storm Drain Piping	13 days	Wed 8/22/07	Mon 9/10/07	80SS+2 days	82	
82	Construct Gravity Storm System	5 days	Tue 9/11/07	Mon 9/17/07	81	83	
83	Install Water Mains & Fire Hydrant-Flush & Test	7 days	Tue 9/18/07	Wed 9/26/07	82	85FF+2 days,84	
84	Install Dry Utilities (Power, TV, Phone etc)	15 days	Thu 9/27/07	Wed 10/17/07	83	5 days,86FF+30 days,88FF+30 days	
85	Backfill, Compact, Regrade as required	10 days	Thu 10/11/07	Wed 10/24/07	83FF+2 days,84FS-5	90	

Revised 5-17-07

Crocker Art Museum Expansion
Site & Off Site Bid Schedule
Revised May 23, 2007

ID	Task Name	Duration	Start	Finish	Predecessors	Successors	Notes
86	ATT-Pull new cables 30 days after conduits compl	5 days	Mon 11/26/07	Fri 11/30/07	84FF+30 days	87FF+10 days	
87	ATT- Remove Over Head after new service on line	3 days	Wed 12/12/07	Fri 12/14/07	86FF+10 days		
88	SMUD Pull new Feeders	1 wk	Mon 11/26/07	Fri 11/30/07	84FF+30 days	89FF	
89	Conduit Tie -in at O Street Bridge (5" Conduits)	2 days	Thu 11/29/07	Fri 11/30/07	88FF		Possible weekend work.
90	Survey for Curb & Gutter	1 day	Thu 10/25/07	Thu 10/25/07	85	91	
91	Rough Grade	2 days	Fri 10/26/07	Mon 10/29/07	90	92	
92	Place 26A Concrete Barrier	5 days	Tue 10/30/07	Mon 11/5/07	91	93	
93	Partial Curb & Gutter	4 days	Tue 11/6/07	Fri 11/9/07	92	94FS-2 days	
94	Side Walks	3 days	Thu 11/8/07	Mon 11/12/07	93FS-2 days	95	
95	AB & 1st lift of Pavement	5 days	Tue 11/13/07	Mon 11/19/07	94	66SS,74SS,96	
96	Signage & Striping as needed. C-15 plan	2 days	Tue 11/20/07	Wed 11/21/07	95	97	
97	Install 6" Black Vinyl Clad Fencing	3 days	Mon 11/26/07	Wed 11/28/07	96		
98							
99	**BUILDING CONSTRUCTION**	**5 days**	**Fri 11/2/07**	**Thu 11/8/07**			
100	Mobilize Construction Manager	1 wk	Fri 11/2/07	Thu 11/8/07	31,32	131,104FS+2 wks	***Discussions required with City regarding using North "O" Street lot for construction laydown and offices.***
101							
102	**Herold Wing & Connector**	**40 days**	**Fri 11/9/07**	**Fri 1/11/08**			
103	CAMA Move out of Herold & Link-confirm date	2 wks	Fri 11/9/07	Tue 11/27/07	104SF		
104	Safe off Existing Utilities	1 wk	Tue 11/27/07	Mon 12/3/07	100FS+2 wks	105,103SF	
105	Demolish all structures-by others-building access & off haul route to be coordinated with site contractor	5 wks	Tue 12/4/07	Fri 1/11/08	104	134,108	Demo driven by temp egress stair schedule
106							
107	**Phase 2-Onsite 2007 C-001**	**170 days**	**Mon 1/14/08**	**Fri 9/5/08**			
108	Update SWPPP Requirements as Needed	3 days	Mon 1/14/08	Wed 1/16/08	105	109SS	
109	Safe off & Remove Utilities as Required	5 days	Mon 1/14/08	Fri 1/18/08	108SS	110SS	
110	SMUD to Remove Poles & OH Electrical -note 10	5 days	Mon 1/14/08	Fri 1/18/08	109SS	111	
111	Demo Walks, curbs & Paving	5 days	Mon 1/21/08	Fri 1/25/08	110	112SS	
112	Clear & Grub	3 days	Mon 1/21/08	Wed 1/23/08	111SS	113	
113	Remove 6"&12" Water Mains as shown on W1	3 days	Thu 1/24/08	Mon 1/28/08	112	114	
114	Rough Grade	3 days	Tue 1/29/08	Thu 1/31/08	113	115	
115	Survey Building Pad & Utilities	1 day	Fri 2/1/08	Fri 2/1/08	114	116	
116	Building Pad--coordinate with Herold Wing Demolition	5 days	Mon 2/4/08	Fri 2/8/08	115	117	
117	Excavate Basement & Auditorium	10 days	Mon 2/11/08	Fri 2/22/08	116	118	
118	Foundation Piles by others	25 days	Mon 2/25/08	Fri 3/28/08	117	119	
119	Foundation by others	90 days	Mon 3/31/08	Fri 8/1/08	118	120	
120	Regrade around Foundation	3 days	Mon 8/4/08	Wed 8/6/08	119	121	
121	Survey for Utilities	2 days	Thu 8/7/08	Fri 8/8/08	120	122	
122	Install Sewer, Storm, Water & Fire Piping	20 days	Mon 8/11/08	Fri 9/5/08	121		
123							
124	**Phase 3-after completion of Building**	**12 days**	**Mon 11/16/09**	**Tue 12/1/09**			
125	Install Balance of Curbs left out for construction access	5 days	Mon 11/16/09	Fri 11/20/09		126	
126	Install final lift of pavement at 2nd Street	5 days	Mon 11/23/09	Fri 11/27/09	125	127	
127	Install Signage & Striping	2 days	Mon 11/30/09	Tue 12/1/09	126	128	
128	2nd Street ready for final inspection	0 days	Tue 12/1/09	Tue 12/1/09	127		
129							
130	**New Museum & Central Plant**	**1094 days?**	**Mon 8/2/04**	**Wed 10/22/08**			
131	Abandon and Demo Old 2nd Street South	1 wk	Fri 11/9/07	Thu 11/15/07	100	132	
132	Layout & Staking	3 days	Fri 11/16/07	Tue 11/20/07	131		
133	**Sub-structure & Structure**	**1094 days?**	**Mon 8/2/04**	**Wed 10/22/08**			
134	Excavate Auditorium, Loading Dock & Create Building	10 days	Mon 1/14/08	Fri 1/25/08	105	138,139,135	
135	Treat Building Pad	4 days	Mon 1/28/08	Thu 1/31/08	134	136	
136	Auger Cast Piles	25 days	Fri 2/1/08	Thu 3/6/08	135	156FS-10 days	
137	**Basement**	**93 days**	**Mon 1/28/08**	**Wed 6/4/08**			
155	**Auditorium**	**45 days**	**Fri 2/22/08**	**Thu 4/24/08**			
159	**Loading Dock**	**1 day?**	**Mon 8/2/04**	**Mon 8/2/04**			
162	**Central Plant**	**1 day?**	**Mon 8/2/04**	**Mon 8/2/04**			
165	Balance of foundations	1 day?	Mon 8/2/04	Mon 8/2/04			
166	UG Utilities	30 days	Thu 6/19/08	Wed 7/30/08	153SS+20 days	173	
167	Drill Elevator casings	10 days	Thu 6/5/08	Wed 6/18/08	154	168	
168	Construct Elevator Pits	3 wks	Thu 6/19/08	Wed 7/9/08	167,154	173	
169	Set Mechanical Equipment in Mechanical Room	4 days	Thu 5/15/08	Tue 5/20/08	153FS-10 days	170	

Revised 5-17-07

Crocker Art Museum Expansion
Site & Off Site Bid Schedule
Revised May 23, 2007

ID		Task Name	Duration	Start	Finish	Predecessors	Successors	Notes
170		Structural Steel, Stairs & Metal Deck	45 days	Thu 6/19/08	Wed 8/20/08	169,153,33	171FS-15 days	*Look at bust - Job delayed 12 weeks due to timing of authorizations.*
171		Metal Deck Inserts	20 days	Thu 7/31/08	Wed 8/27/08	170FS-15 days	172FS-10 days	
172		FRP Supported Slabs	20 days	Thu 8/14/08	Wed 9/10/08	171FS-10 days	173FS-5 days,174	
173		Slab-on-Grade	15 days	Thu 9/4/08	Wed 9/24/08	172FS-5 days,154,15	174	
174		Fireproofing	20 days	Thu 9/25/08	Wed 10/22/08	172,173		

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: RUDOLPH & SLETTEN, INC.

BY: _____ VICE PRESIDENT **Date:** MAY 24, 2007
Signature **Title**

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

WORKER'S COMPENSATION CERTIFICATION

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

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

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

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

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

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

DATE: May 24, 2007

Contractor Rudolph & Sletten, Inc

By _____
Signature

GUARANTEE

We hereby guarantee the:

CROCKER MUSEUM PROJECT OFF-SITE/SITE IMPROVEMENTS

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

In the event of our failure to comply with the above-mentioned conditions within ten (10) days time after being notified in writing, we collectively or separately, do hereby authorize the City to proceed to have the defects repaired and made good at our expense and will pay the costs and damages, including but not limited to any related attorney fees and City staff and administrative expenses, therefor immediately upon demand.

Dated: MAY 24, 2007

Signed: [signature]

JOM FOAD, VICE PRESIDENT
Printed Name

RUDOLPH & SLETTEN, INC
Company

1600 SEAPORT BLVD, SUITE 350
Address

REDWOOD CITY, CA.

CITY OF SACRAMENTO
CROCKER MUSEUM PROJECT OFF-SITE/SITE IMPROVEMENTS

CITY OF SACRAMENTO SUBCONTRACTOR and ESBE PARTICIPATION VERIFICATION

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

Name of Prime Contractor:		Bid Amount:	Date:
Business Entity or Subcontractor Name and Location	Indicate EBE or SBE (subject to verification)	Items of Work and/or Description of Work or Service Subcontracted or Materials to be provided to complete contract	Estimated Dollar Value of Work / Services Provided
Preston			$ 2,194,997

FM 440 (Rev. 5/14/07)

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Rudolph & Sletten, Inc.
Name of Contractor

1600 Seaport Blvd, Suite 350, Redwood City, CA.
Address

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

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

2. As a condition of receiving the City Contract, I agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City's Non-Discrimination in Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

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

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

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

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

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

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

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

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

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

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

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

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

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

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

h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

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

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

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

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

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

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

8. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by me.

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

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

Signature of Authorized Representative

MAY 24, 2007
Date

JON FORD
Print Name

VICE PRESIDENT.
Title

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

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

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

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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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

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

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

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

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

The included employee benefits are:

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

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

You May . . .

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

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

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain 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.

SPECIAL PROVISIONS FOR:

CROCKER MUSEUM PROJECT OFF-SITE/SITE IMPROVEMENTS

1. SPECIFICATIONS

In these Special Provisions, reference is made to the Standard Specifications of the City of Sacramento, adopted June 1989, referred to herein as "Standard Specifications" which shall apply to all work. Please note the following items with respect to the Standard Specifications:

A. The last paragraph of Section 2-9 SUBCONTRACTORS is deleted.

B. All references in Section 8 of the Standard Specifications to actions by the "City Council" shall be amended to read action by the "City".

Special Notice Regarding Standard Specifications: If there is any conflict between the Standard Specifications and Title 3 of the Sacramento City Code, the latter shall govern.

2. LICENSE REQUIREMENT

At all times during performance of the work, Contractor shall possess a valid General Engineering Contractor "A" License and/or a General Building Contractor "B" License, as required for performance of the work.

PAY REQUEST APPLICATION

PROJECT: _____

CONTRACTOR: _____

PURCHASE ORDER NO.: _____ **COST CENTER:** _____

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

ORIG. CONTRACT AMT.		$_____
CHANGE ORDER NO. 1	$_____	
CHANGE ORDER NO. 2	$_____	
CHANGE ORDER NO. 3	$_____	
CHANGE ORDER NO. 4	$_____	
NET CHANGE BY CHANGE ORDERS:	$_____	
TOT ADJUSTED CONTRACT AMT TO DATE:		$_____
BALANCE OF CONTRACT TO FINISH:	$_____	
TOTAL COMPLETE AND STORED TO DATE:		$_____
LESS 10%	$_____	
LESS PREVIOUS PAYMENTS:	$_____	
AMOUNT DUE THIS INVOICE:		$_____

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

Submitted By _____ **Date:** _____

Submit To: **City of Sacramento**
5730 24th Street, Bldg. #1
Sacramento, CA 95822
Attn.: Contract Services

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

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

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

In accordance with Public Contract Code §20104.50 the City shall pay Contractor interest on any progress payment which is made by City more than 30 days after City receives an undisputed and properly submitted written payment request. Said interest shall be equal to the rate set forth in CCP§685.010(a), and shall begin to accrue upon the expiration of said 30 day period. Any written request for a progress payment which City determines to be disputed, improper or not suitable for payment for any reason shall be returned to Contractor within 7 days after receipt by City, along with a written statement of the reason or reasons why such request is disputed, improper or not suitable for payment.
(Rev. 7-2-96)

CITY OF SACRAMENTO
DEPARTMENT OF GENERAL SERVICES

SCHEDULE OF VALUES

(ALL COLUMNS MUST BE COMPLETED WHEN SUBMITTING FOR PAYMENT)

Remit To:
Department of General Services
5730 24th Street, Building 1
Sacramento, CA 95822
Fax: (916) 399-9263

PROJECT NAME:

CITY PROJ. NO: CONTRACTOR:

FUNDING: ADDRESS:

CONTRACT NO: PHONE NO:

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

A	B		C			D	E	F	G	H	I	J
Item	Contractor & Description of Work	% of Contract	Contract $ Amount	Executed Change Order $ Amount	Adjusted Contract $ Amount	Work Completed		Approved Stored $ Amount	Total Complete & Stored		Balance to Finish	Retention
No.						$ Previous (D+E)	$ Current	(not in D or E)	$ (D+E+F)	% (G/C)	(C-G)	10%
1					0				0			
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
	Totals											

ESBE REQUIREMENTS
(City Contracts no Federal Funds Used)

I. ESBE PROGRAM REQUIREMENTS

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development (ESBD) 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. The ESBD program establishes an annual emerging and small business enterprise (ESBE) participation goal for the City's contracts, and authorizes City departments to require minimum ESBE participation levels in individual contracts so that the annual ESBE participation goal can be met. Under City Code Section 3.60.270, when the bid specifications for a City contract establishes a minimum participation level for ESBEs, **no bidder on the contract shall be considered a responsive bidder unless its bid meets the minimum ESBE participation level required by the bid specifications.**

The City has established a minimum 20% participation level for ESBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered a responsive bidder unless its bid meets or exceeds this minimum participation level.

Bidders shall include copies of their Certification as a SBE or EBE and the SBE or EBE Certifications for each subcontractor, trucker, material supplier, or other business entity listed on the forms submitted with the sealed proposal. **Failure to submit the required ESBE information by the close of business two days after bid opening will be grounds for finding the bid non-responsive.**

II. ESBE CERTIFICATION

A. A SBE designated in the bid must be certified as such by the State of California or by the City, as defined herein, prior to the time bids are received.

B. An EBE designated in the bid must be certified as such by the City, as defined herein, prior to the time bids are received.

III. DETERMINATION OF ESBE PARTICIPATION LEVEL

A. The percent of ESBE participation shall be determined based on the dollar amount of the work to be performed by a certified ESBEs as that dollar amount is specifically stated on the **SUBCONTRACTOR and ESBE PARTICIPATION VERIFICATION FORM (FM 440)** in the bid package, relative to the total dollar amount of the bid, except as provided other wise below.

B. To receive credit for participation, a ESBE must perform a commercially useful function; i.e., must be responsible for the execution of a distinct element of the work and must carry its responsibility by actually performing, managing, or supervising the work.

C. Suppliers: Credit for supplies by ESBEs will be 100 percent.

D. Truckers: Credit for trucking by ESBEs will be 100 percent.

IV. ESBE REQUIREMENTS OF SUCCESSFUL BID/PROPOSAL

A. ESBE RECORDS - The Contractor shall maintain records of all subcontracts with certified ESBE subcontractors and records of materials purchased from certified ESBE vendors/suppliers for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each ESBE subcontractor or vendor/supplier and the total dollar amount actually paid each ESBE subcontractor or vendor/supplier.

Upon completion of the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may be required by City, to determine compliance with any provision of the ESBD program or these specifications.

B. REPORTING REQUIREMENTS AND SANCTIONS - Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications shall be considered noncompliance with the contract. If the Contractor fails to correct a deficiency within fifteen (15) days after notification, a deduction may be made from the contract amount. The deduction shall be ten (10) percent of the estimated value of the work done during the month, not to be less than $1,000 nor exceed $10,000 and shall be deducted from the next progress payment.

C. PERFORMANCE OF ESBE SUBCONTRACTORS AND SUPPLIERS - The ESBEs listed by the Contractor shall perform the work and supply the materials for which they are listed unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the material from other sources. Reasons for requesting such authorization would include:

1. The listed ESBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.

2. The listed ESBE becomes bankrupt or insolvent.

3. The listed ESBE subcontractor fails to meet the bond requirements of the Contractor.

4. The work performed by the listed subcontractor is unsatisfactory and/or is not in accordance with the plans and specifications, or the subcontractor fails to perform his/her obligations under the subcontractor contract.

5. It would be in the best interest of the City. The Contractor shall not be entitled to any payment for such work or materials unless it is performed or supplied by the listed SBE or EBE or other forces (including those of the Contractor) authorized in writing, by the City.

D. SUBCONTRACTOR SUBSTITUTION - No substitution of an ESBE subcontractor shall be made at any time without compliance with the Subcontracting Listing Law and the written consent of the City. If a ESBE subcontractor is unable to perform successfully and is to be replaced, the Contractor will be required to make good faith efforts to replace the original ESBE subcontractor with another certified ESBE subcontractor. The new ESBE subcontractor must be certified at the time of substitution.

V. DEFINITIONS

A. Emerging Business Enterprise (EBE)

The City shall certify EBEs utilizing the small business certification criteria and standards of the State of California, General Services Department, Office of Small Business Certification and Resources, that were in effect on December 1, 1998, provided that the size standard, industry by industry, shall be set at 50% of the State small business certification criteria and standards that were in effect on December 1, 1998.

B. Small Business Enterprise (SBE)

The City shall certify SBEs utilizing the small business certification criteria and standards of the State of California, General Services Department, Office of Small Business Certification and Resources. The City will also accept State certified SBEs.

C. CONTRACTOR

The individual, partnership, corporation, joint venture or other legal entity entering into a contract with the City of Sacramento.

D. SUBCONTRACTOR

The individual, partnership, corporation, or other legal entity entering into a contract with the prime contractor to perform a portion of the work.

STATE OF CALIFORNIA – DEPARTMENT OF INDUSTRIAL RELATIONS-DIVISION OF APPRENTICESHIP STANDARDS

EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS
CHAPTER 1 OF DIVISION 2

APPRENTICES ON PUBLIC WORKS
(NOTE: BOLDFACE TYPE DENOTES KEY POINTS.)

1771. Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

1775. (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than ten dollars ($10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than twenty dollars ($20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than thirty dollars ($30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

1776. (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for

unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(i) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

1777.5. (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio

set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body.

Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite.

Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury.

Notwithstanding Section 13340 of the Government Code, all money in the apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000).

(p) All decisions of an apprenticeship program under this section are subject to Section 3081.

1813. The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

1815. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the

requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 11/2 times the basic rate of pay.

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 5/24/2007

PRODUCER
Aon Risk Services, Inc. Northern California
225 W. Santa Clara St., Suite #1150
San Jose, CA 95113
ACS: Phone (866) 283 7122 Fax (800) 363-0105

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.

INSURED
Rudolph and Sletten, Inc
1600 Seaport Blvd, Suite 350 P O Box 5067
Redwood City, CA 94063-0067

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Ins Co	16535
INSURER B: ACE American Insurance Company	22667
INSURER C:	
INSURER D:	
INSURER E:	

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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY	LIMITS	
A	☑	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCURRENCE ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PROJECT ☐ LOC	GLO3495308-07	10/1/2006	10/1/2007	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1,000,000
						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
A	☑	AUTOMOBILE LIABILITY ☑ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS ☐ ☐	BAP3495309-07	10/1/2006	10/1/2007	COMBINED SINGLE LIMIT (Ea accident)	$ 1.000.000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
	☐	GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY – EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B	☐	EXCESS /UMBRELLA LIABILITY ☑ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION	XOOG23789607	10/1/2006	10/1/2007	EACH OCCURRENCE	$ 5,000,000
						AGGREGATE	$ 5,000,000
							$
							$
							$
A		WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If Yes, describe under SPECIAL PROVISIONS below	WC3495307-07	10/1/2006	10/1/2007	☑ WC STATU-TORY LIMITS ☐ OTHER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE – EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE – POLICY LIMIT	$ 1,000,000
		OTHER					

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

Standard 175151

RE: City of Sacramento Job No. 287024
R&S Job #2768-5 - Crocker Art Museum Offsite - Site Work
The City of Sacramento, its officials, agents, employees and volunteers are included as Additional Insureds on the General Liability and Automobile Liability policy where required by written contract

CERTIFICATE HOLDER

City of Sacramento
Attn: Deb Patterson
915 "I" Street, Fourth Floor
Sacramento, CA 95814-2604

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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT — CALIFORNIA

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

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

This endorsement, effective on 10/1/2006 (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. WC3495307-07 Endorsement No.

of the Zurich American Ins Co (NAME OF INSURANCE COMPANY)

issued to Rudolph and Sletten, Inc.

Premium (if any)

Authorized Representative

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.

SCHEDULE

Person or Organization:	Job Description 175151
ALL PERSONS AND/OR ORGANIZATIONS THAT REQUIRE A WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS. THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION	ANY JOB THAT REQUIRES A WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED. EXECUTED PRIOR TO THE ACCIDENT. OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU

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

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO3495308-07	10/1/2006	10/1/2007			$	$

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" that results solely from negligence of the additional insured; or

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

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

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

Endorsement Effective: 10/1/2006	Countersigned By:
Named Insured: Rudolph and Sletten, Inc.	(Authorized Representative)

SCHEDULE 175151

Name of Person(s) or Organization(s) : The City of Sacramento, its officials, agents, employees and volunteers.

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

© Insurance Services Office, Inc., 1998