

CROCKER ART MUSEUM EXPANSION AND RENOVATION PROJECT  
(Construction Contract - Early Release Items)

This Contract is made as of \_\_\_\_\_, 2007, by and between the CITY OF SACRAMENTO, a municipal corporation ("City"), the CROCKER ART MUSEUM ASSOCIATION, a nonprofit organization ("CAMA") and RUDOLPH & SLETTEN, INC., a California corporation, 1600 Seaport Blvd, Suite 350, Redwood City, CA 94063-5575 ("Construction Manager").

RECITALS

- A. CAMA and Construction Manager have entered into the agreement titled "Standard Form of Agreement Between Owner and Construction Manager" for the Crocker Art Museum Stage I – Expansion, & Stage II – Renovation project (the "Project"), hereafter referred to as the "Agreement".
- B. The Agreement is intended to govern the Preconstruction Phase and Construction Phase of the Project, provided that the Construction Phase for the Project will not commence until the City, CAMA and Construction Manager approve a Construction Phase Amendment that adds one or both Stages of the Construction Phase of the Project to the Agreement, establishes the amount to be paid for construction of the Stage I - Expansion and/or Stage II - Renovation portions of the Project, and authorizes commencement of one or both Stages of the Construction Phase of the Project, as provided in Section 1.1.1 of the Agreement. The parties currently anticipate that such Construction Phase Amendment will be considered for approval in November, 2007.
- C. The Agreement also allows specified items of construction work for the Project to be commenced prior to approval of the Construction Phase Amendment, if the City and CAMA provide authorization to proceed with such items prior to approval of the Construction Phase Amendment, as provided in Sections 1.1.1, 1.1.4, 2.1.7, 2.2.7, 5.1.1 and 5.1.2.1 of the Agreement.
- D. The City, CAMA and Construction Manager have identified certain items of construction work for the Project that can be commenced prior to approval of the Construction Phase Amendment. These items are identified on **Exhibit A**, attached hereto and incorporated by this reference, and hereafter are referred to as the "Early Release Items".
- E. The City, CAMA and Construction Manager are entering into this Contract to provide for commencement of the Early Release Items prior to approval of the Construction Phase Amendment, as allowed under the Agreement Sections listed in Recital C, above.

**NOW, THEREFORE,** City, CAMA and Construction Manager agree as follows:

1. Construction Manager shall commence performance of the Early Release Items upon receipt of City's notice to proceed with such items. Construction Manager, its subcontractors and suppliers shall perform this work when and as required by, and performance of the work shall be governed by: (a) the Agreement and any properly approved amendments to the Agreement, including the Construction Phase Amendment; (b) the "General Conditions" described in Section 1.2 of the Agreement; and (c) all applicable "Contract Documents" described in Section 1.1.1 of such General Conditions. The Early Release Items shall constitute part of the "Work" described in Section 1.1.3 of the General Conditions. The Agreement (including any properly approved amendments to the Agreement), General Conditions and Contract Documents hereafter are collectively referred to as the "Contract for Construction."
2. City agrees to pay and Construction Manager agrees to accept, in full payment for the Early Release Items, the compensation specified for the Early Release Items in **Exhibit A**. The total amount of such payments shall not exceed the Early Release Items Guaranteed Maximum Price (Early Release Items GMP) specified in **Exhibit A**. Payment for the Early Release Items shall be made in accordance with applicable provisions of the Contract for Construction, including without limitation Article 5 of the Agreement. The Early Release Items and their cost also shall be included in the Guaranteed Maximum Price established for the overall Project when the Construction Phase Amendment is approved.
3. Not more than five (5) days after the date first set forth above, Construction Manager shall provide and maintain insurance (excluding the property insurance described in Section 2.1 of Exhibit C of the Agreement) and performance and payment bonds as required under the Contract for Construction, provided that the amount of the bonds shall be the amount of the Early Release Items GMP specified in **Exhibit A**, until such time as the bond amounts are increased to the amount of the entire Work with approval of the Construction Phase Amendment.
4. The Contract for Construction is fully incorporated herein by this reference, provided that (1) this Contract shall not apply to nor provide any authorization for any items of the Project Work that are not identified as Early Release Items on **Exhibit A**, and (2) if there is any conflict between this Contract and any provision of the Contract for Construction, this Contract shall prevail in regards to the Early Release Items only. With regard only to the work pursued on the Early Release Items under this Contract (including any amendments to this Contract), and

notwithstanding that a Construction Phase Amendment has not yet been executed: (1) the City shall be the "Owner" as provided in the Agreement, General Conditions, and Contract Documents; (2) all disclaimers relating to CAMA's Construction Phase liability shall be in full force and effect; and (3) all other terms and conditions of the Memorandum of Understanding, City Agreement Number 2002-215, dated December 3, 2002 between the City and CAMA ("MOU") and the Amendment to the MOU between the City and CAMA that are conditioned on commencement of the Construction Phase shall become operational as if a Construction Phase Amendment had been executed upon execution of this Contract, but only with regard to the work pursued on the Early Release Items under this Contract (including any amendments to this Contract).

5. Any amendment or modification to the provisions of this Contract shall only be valid and effective if approved in writing by City, CAMA and Construction Manager.

**RUDOLPH & SLETTEN, INC.**

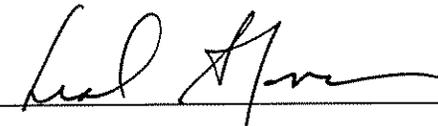
By: 

Date: 19 SEP 07

Print Name: Daniel Dolinar

Title: Sr. Vice President

**CROCKER ART MUSEUM ASSOCIATION**

By: 

Date: 9/19/07

Print Name: LIAI A. JONES

Title: Director

**CITY OF SACRAMENTO**

By: \_\_\_\_\_  
Ray Kerridge, City Manager

Date: \_\_\_\_\_

Approved as to Form:

Attest:

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

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

EXHIBIT A

**COPY ON FILE IN THE OFFICE OF THE CITY CLERK,  
INCORPORATED HEREIN BY THIS REFERENCE**