

CITY OF SACRAMENTO

Permit No: 9805080

1231 I Street, Sacramento, CA 95814

Insp Area: 3

Site Address: 3040 33RD ST SAC

Sub-Type: COM

Parcel No: 0130243033

Housing (Y/N): N

CONTRACTOR

VALLEY CONSTRUCTION CO
13721 FAIR OAKS BL
CITRUS HEIGHTS CA 95610

OWNER

UNIVERSITY OF THE PACIFIC
3200 5TH AVE
SACRAMENTO CA 95817

ARCHITECT

Nature of Work: CAP SEWER

CONSTRUCTION LENDING AGENCY : I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civ. C).

Lender's Name _____ Lender's Address _____

LICENSED CONTRACTORS DECLARATION: I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code and my license is in full force and effect.

License Class C-2 License Number 23746 Date 6-8-98 Contractor Signature [Signature]

OWNER-BUILDER DECLARATION: I hereby affirm under penalty of perjury that I am exempt from the contractors License Law for the following reason (Sec. 7031.5, Business and Professions Code; any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors License Law (Chapter 9 (commencing with Section 7000) of Division 8 of the Business and Professions Code) or that he or she is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500.00);

_____, I, as a owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professional Code: The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his/her own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he/she did not build or improve for the purpose of sale.)

_____, I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professions Code: The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractors License Law).

_____, I am exempt under Sec. _____ B & PC for this reason: _____

Date 6-8-98 Owner Signature [Signature]

IN ISSUING THIS BUILDING PERMIT, the applicant represents, and the city relies on the representation of the applicant, that the applicant verified all measurements and locations shown on the application or accompanying drawings and that the improvement to be constructed does not violate any law or private agreement relating to permissible or prohibited locations for such improvements. This building permit does not authorize any illegal location of any improvement or the violation of any private agreement relating to location of improvements.

I certify that I have read this application and state that all information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction and hereby authorize representative(s) of this city to enter upon the abovementioned property for inspection purposes.

Date 6-8-98 Applicant/Agent Signature [Signature]

WORKER'S COMPENSATION DECLARATION: I hereby affirm under penalty of perjury one of the following declarations:

_____, I have and will maintain a certificate of consent to self-insure for workers' compensation as provided for by Section 3700 of the Labor Code, for the performance of work for which the permit is issued.

_____, I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier STATE FUND Policy Number 124532598

_____, (This section need not be completed if the permit is for \$100 or less) I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date 6-8-98 Applicant Signature [Signature]

WARNING: FAILURE TO SECURE WORKER'S COMPENSATION COVERAGE IS UNLAWFUL AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000) IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST AND ATTORNEY'S FEE.

THIS PERMIT SHALL EXPIRE BY LIMITATION IF WORK IS NOT COMMENCED WITHIN 180 DAYS.

**CITY OF SACRAMENTO
APPLICATION FOR WRECKING PERMIT**

LOCATION:

ADDRESS: 3040 33rd St.
LOT _____ TRACT _____
LOT DEPTH 100 LOT WIDTH 42 CORNER LOT XX INTERIOR LOT _____
OWNER McGeorge School of Law
ADDRESS 32nd St Max Sale

BUILDING DATA:

LENGTH 70 WIDTH 40 FIRST FLOOR AREA 2800 (SQ. FT.) NO. OF STORIES _____
USE OF BUILDING APT TYPE OF CONSTRUCTION Frame HEIGHT 23
NO. OF UNITS 4 REAR YARD 32 SIDE YARD 0 SETBACK 0
CITY SEWER X WATER _____ SEPTIC _____ WELL _____

CONTRACTOR:

NAME Valley Const Co
ADDRESS 1321 1/2 IR OAKS Blvd
PHONE 7254770 STATE LICENSE NO. 237467
LIABILITY INSURANCE P.L. _____ P.D. _____ POLICY ON FILE _____

CODE REQUIREMENTS:

NOTIFICATION OF ADJACENT PROPERTY OWNERS _____ DATE 6-8-98
COPY OF NOTIFICATION ON FILE _____ USE OF PROPERTY REQUIRED None
PEDESTRIAN PROTECTION REQUIRED Fence w/ 6' Pro Sign TYPE: 6 FT
APPROVAL BY OTHER DEPARTMENTS _____ REQUIREMENTS ATTACHED _____
BASEMENTS OR OTHER EXCAVATIONS ON LOT Yes TO BE FILLED XX FENCED _____

PREPARE PLOT PLAN SHOWING LOCATION OF BUILDING ON LOT AND TYPE AND LOCATION OF BUILDING BARRICADE.

SPECIAL CONDITIONS:

I HAVE READ THE ABOVE APPLICATION AND KNOW THE CONTENTS THEREOF; THE SAME IS TRUE AND CORRECT. I FURTHER STATE THAT I AM FAMILIAR WITH THE LAWS GOVERNING THE DEMOLITION OF BUILDINGS WITHIN THE CITY OF SACRAMENTO AND THE STATE OF CALIFORNIA AND THAT THE ABOVE STRUCTURE WILL BE RAZED IN CONFORMITY THEREWITH. I FURTHER STATE THAT I UNDERSTAND THAT THIS PERMIT MAY BE REVOKED FOR ANY VIOLATION OF THE PROVISIONS OF THE CODE OF THE CITY OF SACRAMENTO PERTAINING TO OR AFFECTED BY THE DEMOLITION PROCEDURE TO BE USED ON THE ABOVE BUILDING.

NO. W. 1855.80 APPLICANT Steve Bauer
DATE 6-4-98
FEE \$ _____ TITLE Owner
(APPLICANT/OWNER)

PERMIT EXPIRES

NOTE: THIS IS A REVOCABLE PERMIT

ADDRESS: 3040 33rd St
 OWNER: UOP - MC George School of Law 013-0243-073

Approval by the following City Departments must be obtained prior to the issuance of a wrecking permit by the Building Inspections Division. Design Review approval required on all wrecking permits in Central City/Alhambra Blvd. corridor prior to sewer disconnect permit being issued.

DESIGN REVIEW 1231 I Street, Room 200 264-5604	OK. W. J. ... 6/9/98 New const. req. Design Rev.
PLUMBING DIVISION 1231 I Street, Room 200 264-5716 (or) Housing 264-5404	CAP AT First
WATER DEPARTMENT 1391 35th Avenue 264-5371	
FIRE DEPARTMENT 1231 I Street, Room 401 264-5416	RL
TRAFFIC ENGINEER 1000 I Street 264-5307	N/A
ARBORIST/TREE SERVICE (Downtown and Commercial Buildings) 5730 24th Street 433-6345	P/A

5-15-98
S. L. G.
K. L. G.

CONTRACT FOR SERVICES

(Independent Contractor)

As of May 20th, 1998, in consideration of their mutual covenants, the **UNIVERSITY OF PACIFIC, McGEORGE SCHOOL OF LAW**, and Valley Construction, ("Contractor") agree as follows:

Part I: Essential Terms

1. **Contract Contents.** This contract ("Contract") consists of the attachments specified in this Section 1. The first part of this Contract is "Part I. Essential Terms" ("Part I") which contains the provisions specific to this Contract. The second part is "Part II. General Provisions" ("Part II") which contains the provisions common to service contracts. Except for matters required by law, the provisions of Part I supersede any provisions of Part II with which they conflict.

The following described attachments to this Contract are incorporated in this Contract by this reference:

EXHIBIT 'A' - Technical Specifications

Unless otherwise indicated, the provisions of such attachments supersede the provisions of this Contract.

2. **Parties.** The parties to this contract are the "Owner" named above, whose address is 3200 5th Avenue, Sacramento, California 95817, and the "Contractor" named above which is a Valley Constr. Co. whose address is 13721 FAIR OAKS Blvd
Citrus Heights, Ca. 95610
Contractor's principals are STAN BOWERS
3. **Scope of Work.** Contractor must perform the services and take all the actions described in the following "Scope of Work". Unless expressly stated otherwise, all actions described in the Scope of Work shall be considered a mandatory requirement of the party to perform them, and all stated deadlines are mandatory.
4. **Time of Performance.** The "Starting Date" is the date to begin the work of this Contract, and the "Completion Date" is the date of completion of all obligations of the parties under this Contract. The Contractor shall perform the services and take the actions at the times specified in the Scope of Work. The Contract Term shall begin on the Starting Date and shall end at 5:00 p.m. on the Completion Date or upon completion of all services, whichever shall first occur. **The Contractor acknowledges that it is not entitled to compensation for any work done or costs incurred prior to the Starting Date or subsequent to the Completion Date.** Certain of the Contract requirements, as expressly stated in this Contract, shall survive the

completion or termination of the Contract. **This contract cannot be amended or extended by agreement made after the completion date.**

- a. Starting Date. The Starting Date is June 15, 1998.
 - b. Completion Date. The Completion Date is June 26, 1998.
5. Compensation, Reimbursement and Method of Payment. Notwithstanding any other provision of this Contract, the parties agree that the total compensation and reimbursement for all services and expenses required during the term of this Contract shall not exceed the "Contract Price".
- a. Contract Price. The Contract Price is DOLLARS (\$11,888)
 - b. Frequency of Payment. Subject to Contractor's fulfillment of the billing conditions described in Part II, Owner shall make payments under this Contract as requested, but not more often than the time specified in the following schedule:
6. Insurance Coverage Requirements. Contractor must provide the insurance required in Part II in the following coverages:
- a. Comprehensive General Liability. Comprehensive General Liability coverage of not less than **[One Million Dollars] (\$1,000,000)** and a deductible of not more than **[Twenty-five Thousand Dollars] (\$25,000)**.
 - b. Automobile. Automobile liability coverage of not less than **[Three Hundred Thousand Dollars] (\$300,000)** and a deductible of not more than **[Five Thousand Dollars] (\$5,000)**.

Part II: General Provisions

7. Billing Procedures and Conditions. Owner must make the payments due under this Contract, as provided in Part I, subject to the following provisions.
- a. Time for Payment. Owner must pay the Contract Price to Contractor for performance of Contractor's obligations under this Agreement. Owner must make such payments within thirty (30) days following delivery by Contractor to Owner of invoices stating the amount then due and specifying the services performed for which payment is due. Such payment must be made no more frequently than specified as the Time for Payment. No Contractor expenses may be paid as separate items of cost except as specifically provided in the Scope of Work, and then not to exceed the amounts provided. In any event, all payments for services and expenses must not exceed the Contract Price.

- b. Billing Statements. As a condition for payment, Contractor shall submit billing statements, in duplicate. Such statements shall be submitted not less than ten (10) business days prior to the date for payment. Such statements shall specify the dates on which the work was performed; the nature of the work performed; the percentage of the total work performed.
 - c. Conditions of Payment. Owner shall not be obligated to make any payments under this Contract if Contractor is in material default of this Contract or if Contractor has requested payment for work not yet performed.
8. Liability Insurance Requirements. In accordance with the insurance requirements of Owner, Contractor must provide Owner with a certificate of insurance and a copy of each required insurance policy.
- a. Type and Coverage. At all times during the life of this Contract, Contractor must obtain and maintain the following types and amounts of insurance:
 - i. Comprehensive General Liability. A policy of comprehensive general liability insurance which shall include, without limitation, coverage for contractual liability, public liability and property damage, written for not less than the single limit liability coverage stated in Part I.
 - ii. Automobile Liability. If motor vehicles are used in performing services in connection with this Contract, a policy of automobile liability insurance written for not less than the liability coverage stated in Part I.
 - iii. Workers' Compensation. A workers' compensation policy which covers all employees of Contractor and each and every subcontractor and which is written in accordance with California law.
 - b. Owner as Additional Insured. All of the insurance policies, except the workers' compensation policy, shall name Owner, its officers, directors, commissioners, agents, consultants and employees, as additional insureds.
 - c. Insurance Provider. All required insurance policies shall be purchased from a company or companies admitted to do business in California and having a Best's rating of at least A-VII, or a rating of such other rating service as Owner, in its sole discretion, shall require.
 - d. Certificates of Insurance; 30-Day Cancellation. Not less than ten (10) days prior to commencement of the work of the contract, Contractor

must file with Owner certificates of insurance in form and content acceptable to Owner. Such certificates and the underlying policies shall each contain a provision stating that coverages afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to Owner at the following address:

UNIVERSITY OF THE PACIFIC
McGeorge School of Law
3200 5th Street
Sacramento, California 95817

- e. Failure to Maintain Insurance. Failure to maintain any or all of the required insurance shall be deemed a material breach of the Contract. Owner shall, nevertheless, have the right, without obligation, to pay any delinquent insurance premiums and any other charges to reinstate or maintain the required insurance policies and coverage. Contractor must immediately reimburse Owner for any and all costs incurred by Owner in obtaining or maintaining such insurance. If Owner does incur such costs, Owner shall have the right to withhold such amount from any payment due to Contractor under the Contract and to reduce the compensation payable to Contractor under the Contract by such amount.
9. Indemnification. Contractor shall indemnify, save harmless and defend the University of the Pacific, McGeorge School of Law, their respective officers, directors, commissioners, agents, consultants and employees from liability, claims, demands, costs or attorney's fees for any injury or damages to persons or property resulting from Contractor's prosecution of work under the Contract whether caused, in whole or in part, by an intentional act, negligent act or omission by Contractor.
- Owner shall indemnify, and save harmless, Contractor, its officers, agents and employees from liability, claims, demands, costs or attorney's fees for any injury or damages to persons or property resulting from Owner's negligence or intentional misconduct related to this Contract.
10. No Waiver of Rights and Remedies. In no event shall the making by Owner of any payment to the Contractor be considered as a waiver by Owner of any breach of covenant, or any default which may then exist on the part of the Contractor. Owner's making of any payment while any breach or default by Contractor exists shall in no way impair any right or remedy available to Owner related to such breach or default.
- Owner's failure to object to any breach of covenant on the part of Contractor on any occasion shall not constitute a continuing waiver of subsequent breaches or defaults.
11. Employment of Other Professionals, Specialists and Experts. Contractor must not employ or incur any obligation to pay consultants, specialists, or

experts for services performed as a result of this Contract without the prior written approval of Owner. Owner's written approval shall not create any obligations of the Owner, with regard to any such third party. Contractor must not employ, hire or contract with any third party as agent of the Owner or otherwise on behalf of Owner.

12. Termination of Contract for Cause. If either party fails to fulfill its obligations under this Contract in a timely and proper manner or violates any of the covenants, agreements, or stipulations of this Contract, and if such failure or violation is material and substantial, the other party shall have the right to terminate this Contract by giving a written notice of such termination to the defaulting party. Such notice must specify an effective date which is at least five (5) days after delivery of such notice to the defaulting party.

a. Contractor Default. In event of default by Contractor and termination by Owner, all finished or unfinished documents, electronic media, data, studies, artwork, renderings, models, software programs, and reports prepared by Contractor under this Contract shall, at the option of Owner, become property of the Owner, and Contractor shall be entitled to receive just and equitable compensation for such work that is completed and which is satisfactory to Owner.

Notwithstanding the above, Contractor shall not be relieved of liability to Owner for damages, and Owner may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due Owner from Contractor is determined.

b. Owner Default. In the event of such default by Owner and termination by Contractor, Owner must pay to Contractor an amount which bears the same ratio to the total compensation under this Contract as the services actually performed by Contractor bear to the total services of Contractor covered by this Contract, less payments of compensation previously made. (By way of example, if the work is eighty percent complete, Owner must pay eighty percent of the compensation less any amounts previously paid for the work.) In addition, Owner must reimburse Contractor expenses which are reimbursable under this Contract upon presentation of billings and receipts required by this Contract for reimbursement.

If less than sixty percent (60%) of the services covered by this Contract have been performed as of the termination date, Owner must also pay Contractor for that portion of the actual out-of-pocket expenses incurred by Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

13. Termination for Convenience of Owner. Owner may terminate this Contract, at any time and without cause, by a notice in writing from Owner to Contractor. Upon such termination, Owner must pay Contractor the same amounts as Owner would have paid under Section 12.b as a termination for Owner default.
14. Changes. Owner may, from time to time, request changes in the scope of the services of Contractor to be performed under this Contract. Such changes, including any increase or decrease in the amount of Contractor's compensation, must be mutually agreed in writing by Owner and Contractor and be incorporated in this Contract as amendments.
15. Personnel, Facilities and Equipment. Contractor represents that he has, or will, secure at his own expense all personnel, facilities and equipment required in performing the services under this Contract. Such personnel must not be employees or have any contractual relationship with Owner.

All the services required under this Contract will be performed by Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

16. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of Owner. Contractor shall be as fully responsible to Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Contractor must insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions, insurance and other relevant provisions of this contract.
17. Equal Employment Opportunity Requirements. During the performance of this Contract, Contractor agrees, as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin.
 - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

18. Interests of Officials

- a. Member of Owner. No member of the governing body of the Owner, and no other officer, employee or agent of Owner who exercises any functions or responsibilities in connection with the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
- b. Other Local Public Officials. No member of the governing body of the locality in which the project is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
- c. Contractor. Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described project or any portion thereof or any other interest which would conflict in any manner or degree with the performance of his services under this Contract. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by Contractor.
- d. Conflicts of Interest Statement. If the Owner determines that Contractor is required, under the law, to submit a conflict of interest statement, Contractor shall, upon Owner's request, complete such statement in form and content approved by the Owner.

19. Monitoring and Reporting. Owner must monitor the adequacy of Contractor's performance in any manner which Owner deems most effective. Contractor must cooperate with Owner in such monitoring.

If requested by the Owner's staff, in writing, Contractor must provide Owner with detailed reports outlining the most current status involving all Owner activities and projects being handled by Contractor.

20. Ownership of Professional and Technical Information Developed Under the Contract. All professional and technical information, in the form of original drawings, data, computations, specifications, report texts, estimates, artwork, renderings, models, software programs, and any other material, data and information collected or developed in connection with the work under this Contract, and all original documents shall be forwarded to and become the sole property of Owner. Neither Contractor nor any of its associates or consultants shall have any rights or interest in such information, documents and material.

Contractor and its associates and consultants may retain such copies or reproductions, at their expense, of the original documents as necessary for their files, records and reference.

21. No Rights Intellectual Property Rights or Artist's Rights in Work. In any event, without the prior written approval of the Owner, Contractor and any person and entity acting on behalf of Contractor shall not obtain nor have, and expressly waives, any rights in any intellectual property developed in furtherance of this Agreement, including without limitation, copyright, trademark, service mark, patent or rights of an artist in a work of art. Artists preparing any artwork under this Agreement waive any rights to notice or to take any action with regard to the use, removal, relocation or destruction of any artwork so prepared. Contractor represents and acknowledges that Contractor has or shall obtain such waivers for all persons or entities doing work under this Agreement.
22. Compliance With Local Laws. Contractor must comply with all applicable laws, ordinances and codes of the state and local governments, and must commit no trespass on any public or private property in performing any of the work embraced by this Contract.
23. Assignability. Contractor must not assign or transfer any interest in this Contract without the prior written approval of Owner.
24. Owner Information and Data. Agency must furnish to Contractor any and all pertinent information which Owner may possess during the time of performance of Contractor's duties under this Contract.
25. Confidentiality. All information prepared or assembled by the Contractor under this Contract is confidential. Contractor must not make this information available to any individual or organization without the prior written approval of Owner. Contractor must immediately forward to Owner all requests for information related to this Contract made by a third party to Contractor.

Contractor must not disclose or permit the disclosure of any confidential information of the Owner, except to its agents, employees and other consultants, approved by Owner, who need such confidential information for the proper performance of their duties related to this Contract or on behalf of the Owner.
26. Owner Not Obligated to Third Parties. Except as specified in writing in this Contract, Owner must not be obligated or liable under this Contract to any party other than the Contractor.
27. Contractor's Status. Contractor for all purposes under this Agreement must be an independent Contractor and must maintain any and all licenses required by law for the performance of Contractor's obligations under this Contract. Except as expressly stated in this Contract, Owner is prohibited from directing the methods of Contractor's work under this Contract or set regular working hours for Contractor or Contractor's employees.

28. Contract Construction. The existence, validity, construction and operation of this Contract, and all its representations and terms and conditions shall conform to the laws of the State of California, exclusive of its conflicts of law rules. Throughout this contract, the use of singular and plural forms, or the various gender forms, shall each include the other as the context may indicate.
29. Severability. If any provision of this Contract is held in whole or in part to be unenforceable for any reason, the remainder of that provision and the entire Contract will be severable and remain in effect.
30. Notices. Any notices, bills, invoices, or reports required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, to the address of the other party as indicated in this Contract.
31. Entire Contract. This Contract contains the entire agreement of the parties. No other agreement, statement or promise made on or before the date of this Contract will be binding on the parties. No changes may be made to this Contract except in writing duly executed by the parties.
32. Venue. Unless otherwise agreed in writing by the parties, the venue for all actions related to this Contract is Sacramento County, California.

IN WITNESS WHEREOF, this Contract is executed in Sacramento, California as of the date first above written.

OWNER: UNIVERSITY OF PACIFIC
M. GEORGE SCHOOL OF LAW CONTRACTOR:

By: *Thomas R. Steed*

By:

Title: CHIEF, ADMINISTRATIVE SERVICES *Stan Bowers*

STAN BOWERS
Name

OWNER
Title


Contractor's Tax ID No.:
94-1517164

Conflict of Interest Statement is is not required.
(Check appropriate box.)

CERTIFICATION OF AUTHORITY

I hereby certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute the attached document in the capacity I have stated, and that such execution is sufficient to bind the party on whose behalf I signed.

Executed in Sacramento, California on May 20th, 1998



(Name)

Sacramento Metropolitan Air Quality Management District

ASBESTOS SURVEY AND DEMOLITION NOTIFICATION FORM

NOTE: Please read instructions on the back of this form.

1245305

1 Contractor Valley Const. Co. Owner University of the Pacific
 Address 13721 Fair Oaks Address McGeorge School of Law
 City Citrus Heights City Sacramento
 State/Zip California 95610 State/Zip Ca. 95831
 Telephone 916-725-4780 Telephone 916-739-7181
2 Structure Name Brownacre Apt. Bldg. Use Student Apartments
 Address 3040 33rd Street City/Zip _____

3 Structure Age 70+ (years) Number of floors: 2 Size: 4800 sq. ft.

4 Has RACM reported by the consultant been removed? (circle) YES NO N/A
 Asbestos contractor who removed or will remove RACM _____

5 DEMOLITION Start Date 6/15/98 Completion Date 6/26/98

6 Preference for return of form: Mail Pick-Up (after 2 working days)

7 Applicant Name (Print) Stan Bowers Owner Contractor

Applicant's Signature _____ Date / /

I have read and understand the directions. The information on this form is true and accurate.

8 To be completed by CAL-OSHA Consultant. (See SMAQMD list or OSHA list)
 Company Name: EES Environmental Telephone: 916-383-6642
 Surveyor's Name: Michael Horan Survey Date: 2/15/98 OSHA # 92-0107
 Company Address: 5714 Folsom Blvd #16 City/State/Zip: Sacramento, Ca. 95819
 Amount of RACM: 0 linear feet 0 square feet 0 cubic feet
 Amount of Category I: 1445 Amount of Category II: 10
 Analytical Procedure: Polarized Light Microscopy
 Consultant's Signature: Michael A. Horan Date: 5/20/98

9 REVISION #: 1 2 3 4 5 6 7 8 9 (circle)

Old: Start Date / / Completion Date / /

New: Start Date / / Completion Date / /

DEMOLITION PERMIT SHALL NOT BE ISSUED PRIOR TO

TECHNICAL SPECIFICATIONS

3040 33rd Street, Sacramento, California

1. **Scope of Work**

The Contractor shall perform demolition and site clearance entirely from the Project Area, including disposal of all materials, per the specifications.

- A. Demolition of structure, concrete platforms, and footings in their entirety throughout the site. Where the footings are removed, the Contractor shall be responsible for the backfilling with clear sand, free of all debris. (See attached map.)
- B. Demolition of all concrete or asphalt sidewalks and driveways around structure only. This does not include sidewalks.
- C. Demolition of trees and bushes within the site property. (See attached map.)
- D. Contractor to level the site for proper drainage.
- E. Removal of all vegetation growth from the site. The site is to be left in an orderly condition, raked clean and free from materials that might constitute an attractive nuisance, fire hazard or might become a menace to public health.
- F. Contractor to rip total soil area within project boundary to a depth of 18" and remove all foreign objects from site.
- G. Contractor is to backfill basement area after all concrete has been removed with clean native soil or fill and shall then compact the fill to 90% compaction.

2. **Utilities**

Before starting demolition of any building where utility connections exist, the Contractor shall disconnect or have disconnected and shall pay all costs of such work, for all such utility connections and shall comply with all code regulations or general practices as required by the City/County of Sacramento or utility company having jurisdiction over such utility.

All utilities traversing the Project Area and all utilities serving structures or facilities not under this Contract but, in near proximity of the Contract and left in this condition after completion of demolition and cleanup. Any damage to any utility due to the operation of this Contract shall be repaired or replaced by the Contractor at his own expense to the satisfaction of the Owner.

3. Sanitary Sewer Laterals

Before starting the demolition of any building, the Contractor shall obtain sanitary sewer disconnect permits from the Plumbing Division of the City/County of Sacramento, for all building covered by this demolition Contract.

4. Contract Period

The Contractor shall complete all work required under this Contract within ten (10) calendar days of the effective date of this Contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

5. Property Rights in Materials

Nothing in the Contract documents shall be construed as vesting in the Contractor any right of property in the materials furnished on which partial payments have been made by the Owner, but all such materials shall be the property of the Contractor and the Owner jointly as their interests may appear, and cannot be removed from the work or place of storage by the Contractor without the consent of the Owner.

6. Removal and Salvage of Construction Materials

- A. Only such property may be salvaged by the Contractor as is owned by the Owner and in the event of any doubt respecting the ownership of any particular property, the Contractor shall request from the Owner a written statement respecting its ownership.
- B. All salvage shall become the property of the Contractor and shall be removed immediately.
- C. Personal property of third persons of occupants of buildings on the Project Area shall not become the property of the Contractor.
- D. In the event that the Owner terminates the Contractor's right to proceed in accordance with the contract documents, all rights and all titles in and to buildings, structures, material and property transferred by this section and remaining on the Project Area, shall revert to and vest in Owner without prejudice to any claim which the Owner may have against the Contractor arising from the Contractor's default.

E. Materials left on the construction area after the acceptance of the work by the Owner and title shall be deemed to have been abandoned by the Contractor to the Owner and title thereto shall thereupon revert to and vest in the Owner may have against the Contractor arising from the action of the Contractor in so leaving such materials on the Project Area.

7. Preconstruction Conference

A Preconstruction Conference will be held prior to awarding the Notice to Proceed and commencement of demolition work begins. The Contractor shall attend this conference with representation of the Owner to acquaint the participants with the general plan of the demolition operations and all other requirements of the Contract. The Owner will provide the Contractor with the date, time and place of the conference.

END OF SECTION

Note: Temporary Fencing is to be provided by the Demolition contractor and will block sidewalk across on street sides.

