



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 2/26/2013

Report Type: Consent

Title: Contract: Vehicle Wash Bays Maintenance & Repairs

Report ID: 2013-00117

Location: Citywide

Recommendation: Pass a Motion: 1) awarding Steam Cleaners, Inc. a one-year contract with four one-year renewal options for vehicle wash bay maintenance and repair services in a total amount not to exceed \$2,519,450 for the potential five-year period; and 2) authorizing the City Manager or the City Manager's designee to execute the contract specified above provided that sufficient funds are available in the budget adopted for the applicable fiscal year.

Contact: Keith Leech, Fleet Manager, (916) 808-5869, General Services Department

Presenter: None

Department: General Services

Division: Fleet Management Admin

Dept ID: 13001311

Attachments:

1-Description/Analysis

2-Washbay Contract

City Attorney Review

Approved as to Form
Kourtney Burdick
2/20/2013 1:56:00 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
2/8/2013 10:19:03 AM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 2/20/2013 9:45:34 AM

Description/Analysis

Issue: The Department of General Services, Fleet Management Division has a requirement to maintain and repair automated vehicle wash facilities at four City locations. The formal bid process for this contract was completed on January 9, 2013. Two bids were received, and Steam Cleaners, Inc. was selected as the lowest responsive and responsible bidder.

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code Chapter 3.60 and Resolution No. 2010-346 prohibiting the City from entering into any contract to purchase goods or services from any business or entity headquartered in Arizona.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because the recommendations in this report involve the administrative activity of awarding a contract for maintenance and repair services, and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA Guidelines.

Sustainability: The City's wash bay facilities are consistent with the Sustainability Master Plan goal to conserve the use, and protect the sources, of water by using reclaimed water from vehicle washings and using as little fresh water as possible, and by using biodegradable cleaning products.

Commission/Committee Action: None

Rationale for Recommendation: The Department of General Services, Fleet Management Division has a requirement to maintain and repair automated vehicle wash facilities at four City locations. The wash bays require regular maintenance of the equipment and water reclamation systems to keep them working properly. The complexity of the equipment requires specialized knowledge for maintenance and repair.

On November 29, 2012, Fleet Management, in accordance with City Code Section 3.60, issued Invitation for Bid No. B13131061005 for the purchase of vehicle wash bay maintenance and repair services. Two bids were received, and Steam Cleaners, Inc. was selected as the lowest responsive and responsible bidder. The bid from Robert Bixby Associates, DBA Clear Blu Environmental was determined to be non-responsive for failure to sign the bid proposal and provide a bid bond at the time of the bid.

Financial Considerations: Services under the recommended contract will be utilized by the Fleet Management and Solid Waste divisions of the Department of General Services. Sufficient funds are available in the Department of General Services FY2012/13 operating budget (Fleet Fund, Fund 6501 and Solid Waste Fund, Fund 6007) for purchases through June 30, 2013. Purchases made after June 30, 2013 are subject to funding availability in the adopted budget of the applicable fiscal year. In determining the recommended contract amount, staff reviewed the expenditure history for this service and also considered future needs. Each annual contract renewal includes a 3 percent contingency to allow for price increases. The annual expenditure estimates and bid results are provided in the following tables:

Estimated Annual Expenditures – Vehicle Wash Bay Maintenance and Repairs						
Vendor	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Steam Cleaners, Inc.	\$474,550	\$488,787	\$503,450	\$518,554	\$534,110	\$2,519,451

Bid No. B131061005		
Vendor	Bid Amount	ESBE %
Steam Cleaners Inc.	\$474,550	100
Clear Blu Environmental	\$476,675	100

Emerging Small Business Development (ESBD): Steam Cleaners, Inc. is certified with the City as an emerging/small business enterprise.



Requires Council Approval: No YES Meeting: 2-26-13

Real Estate Other Party Signature Needed Recording Requested

General Information

Form with fields: Type: Public Project, PO Type: Formal Bid-Construction, Attachment: Original No., Original Doc Number, \$ Not to Exceed: \$ 2,591,450.00, Other Party: Steam Cleaners, Inc., Certified Copies of Document, Project Name: Vehicle Wash Bays Maintenance and Repair, Deed: None/Included/Separate, Project Number: 2164246, Bid Transaction #: 13131061005, E/SBE-DBE-M/WBE: 20%

Department Information

Department: General Services Division: Procurement
Project Mgr: Steve Barker Supervisor: Craig Lymus
Contract Services: Tim Hopper Date: 1-15-13 Division Mgr: Craig Lymus
PM Phone Number: 808-6289 Org Number: 13001061
Comment: \$474,550.00 per year with 4 one year options to extend

Review and Signature Routing

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

Call Tim Hopper x8173 Notify for Pick Up

Table for authorization with columns: Authorization, Signature, Date. Includes Department Director and City Mgr.

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

Large box for City Clerk Processing with fields: Finalized, Imaged, Received, and a large empty box for stamp.

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DEPARTMENT OF
GENERAL SERVICES

CITY OF SACRAMENTO
CALIFORNIA

5730 24TH Street, Bldg. 1
SACRAMENTO, CA 95822

B13131061005

PH 916-808-8173

**CONTRACT SPECIFICATIONS
FOR
VEHICLE WASHBAYS MAINTENANCE AND REPAIR (Work Order #2164246)**

For Pre-Bid Information Call:
Steve Barker, Project Manager
(916) 808-6289

Bids to be received before
2:00 PM, Wednesday
January 9, 2013
Historic City Hall
915 I Street, 1st Floor
Sacramento, CA 95814

Pre-bid Meeting:
December 13, 2012 at 9:00 am
2812 Meadowview Road
Sacramento, CA

Estimated Maintenance Cost: \$500,000

Time of Performance: One-year contract with four one-year renewals

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Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk, City Hall, 1st Floor, located at 915 I Street between 9th and 10th Streets, up to the hour of **2:00 PM on January 9, 2013** and will be opened as soon thereafter as business allows, in the Council Chambers, City Hall for:

VEHICLE WASHBAYS MAINTENANCE AND REPAIR (Project No: 2164246)

as set forth in the Contract Documents.

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

VEHICLE WASHBAYS MAINTENANCE AND REPAIR (Project No: 1958441)

Copies of the Contract Documents are available at:

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

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

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

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

Disseminate these provisions to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

All questions regarding this Labor Compliance Program should be directed to the department's contracts staff or Contracts Services at (916) 808-5524.

Pursuant to Sacramento City Code Section 3.60.250, any Agreement awarded pursuant to this Invitation to Bid shall contain a provision permitting the substitution of securities for any monies withheld to ensure performance under the Agreement. The terms of such provisions shall be according to the requirements and the form required by the City.

Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 1st Floor, Sacramento, CA 95814.



City of Sacramento Formal Bid / Proposal Delivery Options

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

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

Option	Service Provider and/or Service Types	Address
1.	United States Postal Service (USPS) - Regular First Class - Certified or Return Receipt - Priority - Express	Sacramento City Clerk's Office <i>P.O. Box 122391</i> Sacramento, CA 95812-2391
2.	<u>Expedited Services – Receiving Hours are 8am to Noon Monday through Friday</u> - FedEx - UPS - DHL	Sacramento City Clerk's Office <i>915 I Street, Ste. 122391</i> Sacramento, CA 95814-2604
3.	Personal Delivery - Hand Delivery - Courier	Sacramento City Clerk's Office <i>Historic City Hall</i> <i>915 I Street, Ste. 116</i> Sacramento, CA 95814

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

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

DEFINITIONS

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

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

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

- (a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.
- (b) The Contractor shall give each existing employee working directly on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."
- (c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

STEAM CLEANERS, INC.

Name of Contractor

2116 19TH Street, Sacramento, CA 95818

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.

Howard J. Ditzel
Signature of Authorized Representative

1/17/13
Date

HOWARD J. DITZEL
Print Name

President
Title



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

- 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 . . .

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

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

**EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES
ON PUBLIC WORKS**

**Chapter 1 of Division 2
APPRENTICES ON PUBLIC WORKS**

1773.3. An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards.

1773.5. The Director of Industrial Relations may establish rules and regulations for the purpose of carrying out this chapter, including, but not limited to, the responsibilities and duties of awarding bodies under this chapter.

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.

**EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES
ON PUBLIC WORKS (cont.)**

(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. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(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) Except as provided in subdivision (f), 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) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(3) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) 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.

(h) 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 one hundred dollars (\$100) 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.

**EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES
ON PUBLIC WORKS (cont.)**

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

(j) 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

**EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON
PUBLIC WORKS (cont.)**

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.

**EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES
ON PUBLIC WORKS (cont.)**

(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. Upon appropriation by the Legislature, all money in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

**EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES
ON PUBLIC WORKS (cont.)**

(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. 1777.6. An employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of this code and Section 12940 of the Government Code.

1777.7. (a) (1) A contractor or subcontractor that is determined by the Chief of the Division of Apprenticeship Standards to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding one hundred dollars (\$100) for each full calendar day of noncompliance. The amount of this penalty may be reduced by the Chief if the amount of the penalty would be disproportionate to the severity of the violation. A contractor or subcontractor that knowingly commits a second or subsequent violation of Section 1777.5 within a three-year period, where the noncompliance results in apprenticeship training not being provided as required by this chapter, shall forfeit as a civil penalty the sum of not more than three hundred dollars (\$300) for each full calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed by the Chief, the awarding body shall withhold the amount of the civil penalty from contract progress payments then due or to become due.

(2) In lieu of the penalty provided for in this subdivision, the Chief may, for a first-time violation and with the concurrence of an apprenticeship program described in subdivision (d), order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(b) In the event a contractor or subcontractor is determined by the Chief to have knowingly committed a serious violation of any provision of Section 1777.5, the Chief may also deny to the contractor or subcontractor, and to its responsible officers, the right to bid on or be awarded or perform work as a subcontractor on any public works contract for a period of up to one year for the first violation and for a period of up to three years for a second or subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Chief becomes a final order of the Administrator of Apprenticeship.

(c) (1) An affected contractor, subcontractor, or responsible officer may obtain a review of the determination of the Chief imposing the debarment or civil penalty by transmitting a written request to the office of the Administrator within 30 days after service of the determination of debarment or civil penalty. A copy of this report shall also be served on the Chief. If the Administrator does not receive a timely request for review of the determination of debarment or civil penalty made by the Chief, the order shall become the final order of the Administrator.

(2) Within 20 days of the timely receipt of a request for review, the Chief shall provide the contractor, subcontractor, or responsible officer the opportunity to review any evidence the Chief may offer at the

**EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES
ON PUBLIC WORKS (cont.)**

hearing. The Chief shall also promptly disclose any no privileged documents obtained after the 20-day time limit at a time set forth for exchange of evidence by the Administrator.

(3) Within 90 days of the timely receipt of a request for review, a hearing shall be commenced before the Administrator or an impartial hearing officer designated by the Administrator and possessing the qualifications of an administrative law judge pursuant to subdivision (b) of Section 11502 of the Government Code. The affected contractor, subcontractor, or responsible officer shall have the burden of providing evidence of compliance with Section 1777.5.

(4) Within 45 days of the conclusion of the hearing, the Administrator shall issue a written decision affirming, modifying, or dismissing the determination of debarment or civil penalty. The decision shall contain a statement of the factual and legal basis for the decision and an order. This decision shall be served on all parties and the awarding body pursuant to Section 1013 of the Code of Civil Procedure by first-class mail at the last known address of the party that the party has filed with the Administrator. Within 15 days of issuance of the decision, the Administrator may reconsider or modify the decision to correct an error, except that a clerical error may be corrected at any time.

(5) An affected contractor, subcontractor, or responsible officer who has timely requested review and obtained a decision under paragraph (4) may obtain review of the decision of the Administrator by filing a petition for a writ of mandate to the appropriate superior court pursuant to Section 1094.5 of the Code of Civil Procedure within 45 days after service of the final decision. If no timely petition for a writ of mandate is filed, the decision shall become the final order of the Administrator. The decision of the Administrator shall be affirmed unless the petitioner shows that the Administrator abused his or her discretion. If the petitioner claims that the findings are not supported by the evidence, abuse of discretion is established if the court determines that the findings are not supported by substantial evidence in light of the entire record.

(6) The Chief may certify a copy of the final order of the Administrator and file it with the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the state against the person assessed in the amount shown on the certified order. A judgment entered pursuant to this section shall bear the same rate of interest and shall have the same effect as other judgments and be given the same preference allowed by the law on other judgments rendered for claims for taxes. The clerk shall not charge for the service performed by him or her pursuant to this section. An awarding body that has withheld funds in response to a determination by the Chief imposing a penalty under this section shall, upon receipt of a certified copy of a final order of the Administrator, promptly transmit the withheld funds, up to the amount of the certified order, to the Administrator.

(d) If a subcontractor is found to have violated Section 1777.5, the prime contractor of the project is not liable for any penalties under subdivision (a), unless the prime contractor had knowledge of the subcontractor's failure to comply with the provisions of Section 1777.5 or unless the prime contractor fails to comply with any of the following requirements:

- (1) The contract executed between the contractor and the subcontractor or 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.

**EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES
ON PUBLIC WORKS (cont.)**

(2) The contractor shall continually monitor a subcontractor's use of apprentices required to be employed on the public works project pursuant to subdivision (d) of Section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.

(3) Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including, but not limited to, retaining funds due the subcontractor for work performed on the public works project until the failure is corrected.

(4) Prior to making the final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

(e) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.

(f) The Chief shall consider, in setting the amount of a monetary penalty, in determining whether a violation is serious, and in determining whether and for how long a party should be debarred for violating this section, all of the following circumstances:

(1) Whether the violation was intentional.

(2) Whether the party has committed other violations of Section 1777.5.

(2) Whether, upon notice of the violation, the party took steps to voluntarily remedy the violation.

(3) Whether, and to what extent, the violation resulted in lost training opportunities for apprentices.

(5) Whether, and to what extent, the violation otherwise harmed apprentices or apprenticeship programs. If a party seeks review of a decision by the Chief to impose a monetary penalty or period of debarment, the Administrator shall decide de novo the appropriate penalty, by considering the same factors set forth above.

(g) The interpretation of Section 1777.5 and this section shall be in accordance with the regulations of the California Apprenticeship Council. The Administrator may adopt regulations to establish guidelines for the imposition of monetary penalties and periods of debarment and may designate precedential decisions under Section 11425.60 of the Government Code.

**NOTE: THE ABOVE CALIFORNIA LABOR CODE SECTIONS ARE AVAILABLE
FROM THE INTERNET @ www.dir.ca.gov/.**

DAS 10 (Rev. 02-12)

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.*)

1773.3. An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards. (Added by Stats. 1978, Ch. 1249)

1776. (a) Each contractor and subcontractor shall keep an accurate payroll record, 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.
- (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 copies thereof made; provided, however, that a request by the public shall be made through either 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 shall not be given access to the records at the principal office of the contractor.

- (c) Each contractor 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.
- (d) 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 in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the contractor awarded the contract or performing the contract shall not be marked or obliterated.
- (e) 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 or a change of location and address.
- (f) In the event of noncompliance with the requirements of this section, the contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with the section. Should noncompliance will be evident after the 10-day period, the contractor 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.
- (g) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. These stipulations shall fix the responsibility for compliance with this section on the prime contractor.
- (h) The director shall adopt rules consistent with the California Public Records Act (Ch. 3.5 (commencing with Sec. 6250), of Div. 7, Title 1, Gov. C.) and the Information Practices Act of 1977, (Title 1.8 (commencing with Sec. 1798) Pt. 4, Div. 3, Civ. C.) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

(Amended 1983 Ch. 681)

1777.5. Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered.

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3, are eligible to be employed on public works. The employment and training for each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training. When the contractor to whom

the contract is awarded by the state or any political subdivision, or any subcontractor under him or her, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship.

The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities.

Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in any case shall the ratio be less than one hour of apprentices work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract. 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 job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The contractor or subcontractor, if he or she is covered by this section, upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the contractor that he or she employs apprentices in the 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 a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, 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. This section shall 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) or 20 working days. Any work performed by a journeymen in excess of eight hours per day or 40 hours per week, shall not be used to calculate the hourly ratio required by this section.

"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 Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
- (b) The number of apprentices in training in such area exceeds a ratio of 1 to 5.
- (c) 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.
- (d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already approved by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him or her, who, in performing any of the work under the contract, employees journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are able to accept the funds,

contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The contractor or subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Section 227.

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.

All decisions of the joint apprenticeship committee under this section are subject to Section 3081.

(Amended by Stats. 1989, Ch. 1224)

1777.6. It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works, on the ground of the race, religious creed, color, national origin, ancestry, sex, or age, excepted as provided in Section 3077, of such employee. (Amended by Stats. 1976, Ch. 1179)

- 1777.7. (a) In the event a contractor or subcontractor willfully fails to comply with Section 1777.5, the Director of Industrial Relations shall deny to the contractor or subcontractor, both individually and in the name of the business entity under which the contractor or subcontractor is doing business, the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violations. Each period of debarment shall run from the date the determination of noncompliance by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council.
- (b) A contractor or subcontractor who violates Section 1777.5 shall forfeit as a civil penalty the sum of fifty dollars (\$50) for each calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed, the awarding body shall withhold the amount of the civil penalty from contract progress payments then due or to become due.
- (c) In lieu of the penalty provided for in subdivision (a) or (b), the director may for a first time violation and with the concurrence of the joint apprenticeship committee, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of non-compliance.
- (d) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.
- (e) The interpretation and enforcement of Section 1777.5 and this section shall be in accordance with the rules and procedures of the California Apprenticeship Council.

(Amended by Stats. 1989, Ch. 1224)
JG3-01.A

ESBE REQUIREMENTS

(City Construction Contracts no Federal Funds Used)

I. ESBE PARTICIPATION REQUIREMENT

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 City 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 establish 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 submit copies of their Certification as a SBE or EBE, and the SBE or EBE Certifications for each subcontractor, supplier, or other SBE or EBE business entity listed in the bidder's sealed proposal, within two (2) working days after being requested to do so by City. Failure to submit the requested ESBE information within this time period 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, Department of General Services, or by the City, prior to the time bids are received by the City.
- B. An EBE designated in the bid must be certified as such by the City prior to the time bids are received by the City.

III. DETERMINATION OF ESBE PARTICIPATION LEVEL

- A. ESBE Participation: The percent of ESBE participation shall be determined based on the dollar value of the work to be performed or supplies to be furnished by certified ESBEs designated in the bidder's Subcontractor and ESBE Participation Verification Form, relative to the total dollar amount of the bid.
- B. Participation Credit: To receive credit for participation:(1) an ESBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must carry its responsibility by actually performing, managing, or supervising the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) an ESBE supplier must be furnishing materials, equipment, or supplies that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.
- C. ESBE Bidders: The dollar value listed for an ESBE bidder on the bidder's Subcontractor and ESBE Participation Verification Form shall include only the amount of work to be performed by the ESBE bidder, and shall not include any amount to be paid by the ESBE bidder for the cost of materials, equipment, or supplies.
- D. Suppliers: Credit for an ESBE supplier of materials, equipment, or supplies is counted as one hundred (100) percent of the amount paid to the supplier for the material, equipment, or supplies. To receive this credit, ESBE suppliers must be listed on the bidder's Subcontractor and ESBE Participation Verification Form.

- E. Subcontractors (including truckers): To receive credit for an ESBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and ESBE Participation Verification Form. The dollar value listed for a subcontractor on the bidder's Subcontractor and ESBE Participation Verification Form shall not include any amount to be paid to the subcontractor for the cost of materials, equipment, or supplies.
- Truckers: Credit for an ESBE trucker is counted as one hundred (100) percent of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials, equipment, or supplies being transported by the trucker.

IV. ESBE REQUIREMENTS FOR CONTRACTOR

- A. ESBE Records: The Contractor shall maintain records of all subcontracts with certified ESBE subcontractors and records of materials purchased from certified ESBE 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 supplier and the total dollar amount actually paid each ESBE subcontractor or supplier.

Not later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may be required by City, to determine compliance with any provision of the ESBD program or these specifications.

- B. Performance of ESBE Subcontractors and Suppliers: The ESBEs listed by the Contractor shall perform the work and supply the materials, equipment, and supplies 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, equipment, or supplies 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 or the materials/equipment/supplies provided by the listed ESBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed ESBE fails to perform its contractual obligations.
5. It would be in the best interest of the City.

- C. Subcontractor Substitution: No substitution of an ESBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an ESBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original ESBE subcontractor with another certified ESBE subcontractor. The new ESBE subcontractor must be certified at the time of substitution.

- D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more ESBEs in substantial compliance with the ESBE utilization indicated in the Contractor's bid (unless otherwise authorized by City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract, and a deduction may be made from the contract amount. The deduction shall be not more than ten (10) percent of the value of the work or materials/equipment/supplies that the subject ESBE(s) were listed to perform/provide in the Contractor's bid, and shall be

deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.

- E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV(D), above, the City shall provide written notice of the proposed deduction to the Contractor, and the Contractor may, not later than five (5) working days after receiving such notice, provide a written request to City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five (5) working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

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

V. DEFINITIONS

- A. 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 and DVBE Services, 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 current small business certification criteria and standards of the State of California, General Services Department, Office of Small Business and DVBE Services. The City will also accept State certified SBEs.
- C. The small business certification criteria and standards of the State of California, General Services Department, Office of Small Business and DVBE Services shall be used only for the purpose of determining whether a firm may receive certification as an EBE or SBE.
- D. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.
- E. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.
- F. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to provide materials, equipment, or supplies necessary for performance of the work.

Construction and Demolition (C&D) Debris Recycling Requirements

As a condition of receiving this Contract, Contractor agrees to fully comply with the requirements specified herein for all demolition projects, as well as projects with a valuation of \$250,000 or more:

1. **Definitions.** For purposes of this section, the following terms, words and phrases shall have the following meanings:

“Certified C&D sorting facility” means a facility that receives C&D debris and/or processes C&D debris into its component material types for reuse, recycling, and disposal of residuals and possesses a valid certificate as a C&D sorting facility from the Sacramento Regional County Solid Waste Authority.

“Construction and demolition debris” or “C&D debris” means used or commonly discarded materials resulting from construction, repair, remodel or demolition operations on any pavement, house, building, or other structure, or from landscaping that are not hazardous as defined in California Health and Safety Code section 25100 et seq. Such materials include, but are not limited to, concrete, asphalt, wood, metal, brick, dirt, sand, rock, gravel, plaster, glass, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, masonry, plastic pipe, trees, and other vegetative matter resulting from land clearing and landscaping.

“Divert” or “diversion” means to use materials for any purpose other than disposal in a landfill or transformation facility. Methods to divert materials include on-site reuse of the materials, delivery of materials from the project site to a certified C&D sorting facility or a recycling facility, or other methods as approved in regulations promulgated by the City Department of Utilities.

“Franchised waste hauler” means a person who possesses a valid commercial solid waste collection franchise issued by the Sacramento Regional County Solid Waste Authority.

“Mixed C&D debris” means loads that include commingled recyclable and non-recyclable C&D debris generated at a project site.

“Recyclable C&D debris” means C&D debris required to be diverted from landfills as specified in the Waste Management Plan and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products that meet the quality standards necessary to be used in the marketplace.

“Recycling facility” means a facility or operation that receives, processes, and transfers source-separated recyclable materials.

“Source-separated C&D debris” means recyclable C&D debris that is separately sorted and containerized at the site of generation by individual material type and segregated from mixed C&D debris prior to collection and transporting.

“Waste log” means a record detailing the management of C&D debris generated by the covered project, including the date and weight/volume of material by type that was salvaged, reused, recycled or disposed.

2. **Waste Management Plan.** A completed WMP (see **Attachment 1**) must be submitted to and approved by the City prior to commencing any work on the project. The WMP must specify the types of C&D debris that will be generated from the project; the manner in which C&D debris will be managed and/or stored on the project site; the manner in which recyclable C&D debris generated from the project will be recycled or reuse; the person who will haul, collect or transport the recyclable C&D debris from the project site; and the certified C&D sorting facility or recycling facility where recyclable C&D debris will be delivered. The WMP must be approved by the City prior to commencing any work on the project.

3. Contractor shall be solely responsible for diverting the recyclable C&D materials specified on the WMP. Mixed C&D debris shall be delivered to a SWA-certified C&D sorting facility only. Only the permit holder, the person who generates the waste, a franchised waste hauler, or the City of Sacramento can transport or haul mixed C&D debris.

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Source-separated C&D debris may be delivered by any person to any recycling facility that accepts such materials. (See **Attachment 2** for list of C&D Debris Haulers and Facilities).

4. During the course of the project, Contractor shall maintain a waste log (see **Attachment 3**), and keep all weight tickets or weight receipts, for all C&D debris hauled away from the project. At a minimum, the waste log shall specify the C&D debris generated by the project; the manner in which C&D debris was recycled or re-used; and the facility where the C&D debris was delivered.

5. Within 30 days after submitting the project completion report, Contractor shall submit to the City a completed waste log, along with copies of supporting weight tickets. Contractor shall maintain and keep accurate and complete records of all bills, weight receipts or weight tickets that were issued for the collection, transport or disposal of C&D debris for a period of one-year after submittal of the waste log. The records shall be made available for inspection, examination and audit by the City during the one-year retention period to validate the information provided in the WMP and in the waste log. If the City determines noncompliance by the Contractor after an audit has been conducted, Contractor shall reimburse the City for all costs incurred in performing the audit.

6. Failure by Contractor to comply with any provisions specified herein will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; imposition of a penalty, payable to the City (\$50-\$250 for first offense, \$251-\$500 for second offense, and \$501-\$1500 for subsequent offenses); and/or submission of a performance security deposit fee when submitting a permit application to the City for a project within one year of imposition of the penalty.

For questions or to obtain more information about the Recycling Requirements for C&D debris, contact the City of Sacramento, Solid Waste Services Division, 2812 Meadowview Road, Building 1, Sacramento, CA 95832, or telephone (916) 808-4833, or email C&D@cityofsacramento.org

C&D Debris Waste Management Plan

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4839 / Fax: (916) 808-4999
C&D@cityofsacramento.org

This Waste Management Plan (WMP) must be submitted and approved before work can begin. Only one WMP is required for each public construction project. The administration fee and, if applicable, a security deposit must be submitted with this form to be approved. Administration fee is 0.04% of project bid amount (min \$40, max \$800); security deposit is 1% of bid amount (max \$10,000). The accompanying Waste Log must be submitted within 30 days of the project completion report, or a penalty may be imposed.

A. Building Project Information:

Project Bid Amount: \$ _____

Job Address: _____

Contractor: _____ Phone: _____

Address: _____

B. Briefly describe the project:

C. Materials Required to be Recycled. 50% of all debris must be recycled if generated during the course of your project. You can either **source-separate** them, which may be hauled by anyone, or mix them in one container and send the **mixed C&D debris** load to a **Certified Mixed C&D Sorting Facility**. Mixed C&D loads can only be hauled by a franchised hauler or self-hauled. Please see Section F. Definitions, on the next page, for more information.

D. Material Management

1. How will C&D debris will be stored on the project site: _____ Mixed C&D _____ Source-Separated
2. Company to haul away debris: _____
3. Facilities to receive debris: _____

C&D Debris Waste Management Plan

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4839 / Fax: (916) 808-4999
C&D@cityofsacramento.org

E. Definitions.

Please read and understand these terms. Call Solid Waste at (916) 808-4833 if these terms are not clear to you. More information is also available online at <http://www.cityofsacramento.org/utilities/>.

1. **Self-haul or self-hauling:** This is when the general contractor or a subcontractor *who is doing work on the project* hauls their own waste materials for recycling or disposal. Note that a *jobsite cleanup crew is not doing other work on the project and is not self-hauling*. Jobsite cleanup crews need to be franchised in order to haul mixed C&D debris away.
2. **Franchised hauler:** Check the Department of Utilities (DOU) website for a list of these haulers. Only these companies and the City of Sacramento can collect and haul mixed C&D debris generated within the City for a fee.
3. **Source separation:** This means keeping wood, metal, cardboard, or other recyclables in separate containers, and sending the materials to an authorized recycler. A list of authorized recyclers can be found on the DOU web site. Source-separated materials may be hauled by anyone.
4. **Mixed C&D debris:** This means putting all recyclable debris into one container. Mixed materials must be sent to a certified mixed C&D sorting facility. Mixed materials may be either self-hauled or hauled by a franchised hauler. If your job site is crowded, this option saves the most space.
5. **Certified Mixed C&D Sorting Facility:** See the DOU web site for a list. These facilities have been certified by the Sacramento Regional Solid Waste Authority (SWA) to extract recyclable materials from mixed C&D debris.

F. Terms and Conditions

- Your approved Waste Management Plan and Waste Log must be kept on the job site for the duration of the project.
- City of Sacramento Solid Waste Services staff may enter the jobsite to inspect waste collection areas.
- ALL Clean Wood Waste (unpainted, untreated lumber, plywood and OSB), Inert Materials (concrete, asphalt paving, brick, block, and dirt), Wooden Pallets, Scrap Metal, and Corrugated Cardboard must be recycled.
- Only SWA-Certified Mixed C&D Sorting Facilities may be used to recycle these materials if mixed with other materials.
- Only the City of Sacramento, SWA-Franchised Haulers, or self-haulers (as defined above) may collect and transport mixed C&D material from the jobsite.
- C&D Debris may not be burned or dumped illegally.
- Your Waste Log must be completed and submitted, with supporting weight tickets, within 30 days of submitting your project completion report. All waste hauling and disposal or recycling activity must be entered on the Waste Log, including information from any subcontractors who self-hauled their own debris off-site.
- You must keep all receipts or weight-tickets from your project for a period of one year from the submittal of your waste log.
- Failure to comply with these terms and conditions may result in a fine and payment of a security deposit on future projects.

C&D Debris Haulers & Facilities

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4839 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Certified Mixed C&D Facilities

Allied Waste / Elder Creek Transfer and Recovery	(916) 387-8425
L&D Landfill	(916) 737-8640
Waste Management / K&M Recycle America	(916) 452-0142

Franchised Haulers

ACES Waste Services, Inc.	(866) 488-8837	Elk Grove Waste Management, LLC	(916) 689-4052
Allied Waste Services	(916) 631-0600	Mini Drops, Inc.	(916) 686-8785
All Waste Systems, Inc.	(916) 456-1555	Norcal Waste Services of Sacramento	(916) 381-5300
Atlas Disposal Industries, LLC	(916) 455-2800	North West Recyclers	(916) 686-8575
California Waste Recovery Systems	(916) 441-1985	Waste Management of Sacramento	(916) 387-1400
Central Valley Waste Services, Inc.	(209) 369-8274	Waste Removal & Recycling	(916) 453-1400
City of Sacramento Solid Waste	(916) 808-4839	Western Strategic Materials, Inc.	(916) 388-1076

Recyclers*

Recyclers*		Recovery Stations & Landfills	
Bell Marine	(916) 442-9089	Elder Creek Recovery & Transfer Station	(916) 387-8425
C & C Paper Recycling	(916) 920-2673	Kiefer Landfill	(916) 875-5555
EBI Aggregates	(916) 372-7580	L & D Landfill	(916) 383-9420
International Paper	(916) 371-4634	North Area Recovery Station	(916) 875-5555
Modern Waste Solutions	(916) 447-6800	Sacramento Recycling & Transfer Station	(916) 379-0500
PRIDE Industries, Inc.	(916) 640-1300	Waste Management Recycle America	(916) 452-0142
Recycling Industries, Inc.	(916) 452-3961		
Sacramento Local Conservation Corps	(916) 386-8394		
Smurfit-Stone Container Corporation	(916) 381-3340		
Southside Art Center	(916) 387-8080		
Spencer Building Maintenance, Inc.	(916) 922-1900		

More updated information can be found online at:
<http://www.cityofsacramento.org/utilities/>

* Please note that any facility may receive source-separated recyclable materials as long as it is authorized to do so by the State of California. This is not meant to be a complete list.

Green Contracting Survey (Voluntary)

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

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

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

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

BID PROPOSAL FORMS

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

Steam Cleaners, Inc

B13131061005

TO THE HONORABLE CITY COUNCIL SACRAMENTO, CALIFORNIA:

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

VEHICLE WASH BAYS MAINTENANCE AND REPAIR (Project No. 2164246)

in the City and County of Sacramento, California.

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

A. BASE PROPOSAL- TRANSFER GRAND TOTAL BID AMOUNT FROM PRICING SCHEDULE:
Four hundred seventy four thousand five hundred fifty DOLLARS and no cents
(\$ 474,550.00).

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

It is understood that this Bid Proposal is based upon completion of the Work within ~~a period of One-year contract with four one-year renewal options commencing on the date set forth in the written "Notice to Proceed" issued by the City to the Contractor.~~ *period, commencing on the date of the City award, the* ~~the~~ *subject to extension as set forth in the contract.*

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents. The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

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

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

Add. #	<u>1</u>	DATE	<u>Dec 17, 2012</u>
Add. #	_____	DATE	_____
Add. #	_____	DATE	_____

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

Corporation

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

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

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

(\$ 47,455.00) not less than ten percent (10%) of amount Bid Proposal

FOR CITY USE ONLY

BID BOND SECURITY

Properly Signed

Improperly Signed

Not Included

Not Required

TYPE OF DEPOSIT

Bid Bond

Cashier/Certified Check

Other _____

Initial: _____

CONTRACTOR: Steam Cleaners, Inc.

By: Howard J. Ditkof
(Signature)

HOWARD DITKOF
(Print or Type)

Title President

Address 2116 19th Street
Sacramento, CA 95818

Telephone No. 916-442-1118

Fax No. 916-442-0183

EMAIL ADDRESS howie@rscequipment.com

Date 1/7/13

PLEASE PRINT CLEARLY AS BID RESULTS WILL BE SENT VIA EMAIL

Contractor's License No. 842611 Type ~~842611~~ D21

Expiration Date 7/31/2014

Tax I.D. Nos.- Fed. 68-0481016 State _____

City of Sacramento Business Operation Tax Certificate No. 1004376
(City will not award contract if Certificate Number is missing.)

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

PRICING SCHEDULE

The following items are estimates of the City's requirements.
The quantities listed are for bid evaluation purposes and may increase or decrease throughout the term of the contract.

The City has the right to change maintenance intervals at any time. All pricing shall include all labor and material costs necessary to perform repair and maintenance. Pricing shall include all travel charges, truck charges, fuel charges, mileage fees, hazardous waste and disposal fees, service charges, and applicable sales tax.

1. Site Number 1, Joseph E. Rooney Police Facility, 5303 Franklin Boulevard

- o Perform preventative maintenance services on a regular schedule every 30 days.
- o Check all brushes and scrubber curtains for wear and overall condition.
- o Inspect overall operating condition including quantity of sediment in sump pits and separation, including removal and disposal of noticeable trash in sumps.
- o Inspect water recovery system and perform routine maintenance.
- o Inspect rinse booster pump and perform routine maintenance.
- o Inspect water softeners and replace salt as necessary.

Annual Cost \$ 8,900.00

2. Site Number 2, William J. Kinney Police Facility

- o Perform preventative maintenance services on a regular schedule every 30 days.
- o All brushes and scrubber curtains shall be checked for wear and overall condition.
- o Inspect overall operating condition including quantity of sediment in sump pits and separation including removal and disposal of noticeable trash in sumps.
- o Check all brushes and scrubber curtains for wear and overall condition.
- o Inspect Water recovery system and perform routine maintenance.
- o Inspect rinse booster pump and perform routine maintenance.
- o Inspect water softeners and replace salt as necessary.

Annual Cost \$ 10,100.00

3. Site Number 3, City of Sacramento Corporation Yard South

- o Perform preventative maintenance services on a regular schedule every 30 days.
- o All brushes and scrubber curtains shall be checked for wear and overall condition.

B13131061005

- Inspect overall operating condition including quantity of sediment in sump pits and separation, including removal and disposal of noticeable trash.
- Check all brushes and scrubber curtains for wear and overall condition.
- Inspect Water recovery system and perform routine maintenance.
- Inspect rinse booster pump and perform routine maintenance.

Annual Cost \$ 10,000.00

Site Number 4, Meadowview City Service Center

4. **Steam Bay #1** – Clean the wash rack surfaces, troughs and sumps including the removal and disposal of all debris and solids weekly including any visible trash.

Annual Cost: \$ 37,500.00

5. **Heavy Duty Truck Wash Bay #2** - Clean the wash rack surfaces, troughs and sumps including the removal and disposal of all debris and solids weekly including any visible trash.

Annual Cost \$ 37,500.00

6. **Light Duty Vehicle Wash Bay #3** - Clean the wash rack surfaces, troughs and sumps including the removal and disposal of all debris and solids weekly including any visible trash.

Annual Cost \$ 37,500.00

7. **Refuse Truck Clean Out Bay #4**- Clean the wash rack surfaces, troughs and sumps including the removal and disposal of all debris and solids weekly including any visible trash.

Annual Cost \$ 75,000.00

8. **Bin Maintenance Wash Out Area** - Clean troughs including the removal and disposal of all debris and solids every two (2) weeks including any visible trash.

Annual Cost \$ 6,100.00

9. Contractor shall clean and remove debris and contaminants from clarifiers once a month or as determined by City staff. Contents of clarifiers shall be disposed of in accordance with all rules and regulations. The City shall be supplied with a manifest at the time of pickup. Clarifiers are marked A, B, C, D, E, F, G, H and I.

Pick up, transport and disposal of solids, debris and liquid collected. Quote should include cal' out fee and cost to dispose of:

1-1000 gallons	\$ <u>2,750.00</u>
1001-2000 gallons	\$ <u>3,250.00</u>
2001-3000 gallons	\$ <u>3,450.00</u>

Estimated Annual Cost \$ 45,000.00

10. **BIO-254-0M10 recycler** - Shall be checked twice monthly, check mud level and drainage, check 200 gallon tank and clean as necessary, Flush dump valves, check controls and float switches. Check peristaltic pump, mazzi injector, clean filters as required check level of Microorganisms (Busy Bugs) and replace as needed.

Annual Cost \$ 10,000.00

11. **Kenitico K60 Water conditioner** - adds salt as required, check operation monthly.

Annual Cost \$ 2,000.00

12. **MI -T M35E Parts Cabinet Washer**- Service shall be monthly, Check door safety switches, grease table bearing, clean nozzles, check cleaning chemicals and add as required (Ph level 12). Clean basket filter. Transfer and dump dirty water into bay number one.

Annual Cost \$ 3,600.00

13. **Truck / Car wash**- Perform preventative maintenance services on a regular schedule every 30 days. Inspect brushes shall be checked for wear and overall condition. Inspect overall operating condition of car/truck wash. All brushes and shall be checked for wear and overall condition. Inspect water recovery system and perform routine maintenance. Inspect rinse booster pump and perform routine maintenance.

Annual Cost \$ 22,500.00

Site Number 5, North Area Corp Yard

14. **Steam Bay** – Clean the wash rack surfaces, troughs and sumps including the removal and disposal of all debris and solids monthly or as determined by City staff, including any visible trash. Inspect overall operating condition including quantity of sediment in sump pits and separation, including removal of noticeable trash.

Annual Cost \$ 8,900.00

All Sites

15. **Maintenance of High pressures Washers and Steam Cleaners** - Inspect steam cleaner units and high pressure washers on a monthly basis. (All shop locations). Test for proper operation, inspect hose and wand for wear and replaced / repair as necessary. Inspect safety systems. Maximum pressure setting and reset to specifications as necessary. Inspect oil, burner assembly if applicable and make repairs as necessary. All proposed repairs shall be approved by City staff prior to commencing repairs.

Annual Cost for Maintaining 5 Units \$ 5,000.00

TOTAL ANNUAL COST OF ITEMS 1-15 \$ \$319,600.00

Items 16 through 21 are for the Meadowview Truck Wash

No.	Quantity	Description	Unit Cost	Extended Amount
16.	7	Replace hydraulically operated spinner on truck wash.	\$ <u>2,200.00</u>	\$ <u>15,400.00</u>
17.	2	Replace high pressure pump	\$ <u>3,250.00</u>	\$ <u>6,500.00</u>
18.	1	Replace electric motor for high pressure pump	\$ <u>2,250.00</u>	\$ <u>2,250.00</u>
19.	1	Replace electric motor and pump assembly	\$ <u>5,500.00</u>	\$ <u>5,500.00</u>
20.	2	Replace clarifier sump pumps	\$ <u>1,400.00</u>	\$ <u>2,800.00</u>
21.	2	Replace clarifier sump pump electric motor	\$ <u>1,400.00</u>	\$ <u>2,800.00</u>
		Sub Total		\$ <u>35,250.00</u>

Items 22 through 27 are for the Meadowview Car Wash

No.	Quantity	Description	Unit Cost	Extended Amount
22.	1	Replace high pressure pump	\$ <u>3,250.00</u>	\$ <u>3,250.00</u>
23.	1	Replace electric motor for high pressure pump	\$ <u>2,250.00</u>	\$ <u>2,250.00</u>
24.	1	Replace electric motor and pump assembly	\$ <u>5,500.00</u>	\$ <u>5,500.00</u>
25.	1	Replace clarifier sump pumps	\$ <u>1,400.00</u>	\$ <u>1,400.00</u>
26.	1	Replace clarifier sump pump electric motor	\$ <u>1,400.00</u>	\$ <u>1,400.00</u>
27.	5	Replace brush segments	\$ <u>275.00</u>	\$ <u>1,375.00</u>
		Sub Total		\$ <u>15,175.00</u>

Items 28 through 30 are for the Meadowview Facility

No.	Quantity	Description	Unit Cost	Extended Amount
28.	1	Replace transfer pump on BIO-254-0M10	\$ <u>825.00</u>	\$ <u>825.00</u>
29.	1	Replace regenerative blower motor assembly	\$ <u>1650.00</u>	\$ <u>1650.00</u> 1650.00
30.	1	Replace turn table electric motor	\$ <u>1600.00</u>	\$ <u>1,600.00</u>
Sub Total				\$ <u>4075.00</u>

Items 31 through 40 are for the Kinney Police Facility, Rooney Police Facility and the Corporation Yard

No.	Quantity	Description	Unit Cost	Extended Amount
31.	1	Replace high pressure pump	\$ <u>3250.00</u>	\$ <u>3250.00</u>
32.	1	Replace electric motor for High pressure pump	\$ <u>2250.00</u>	\$ <u>2250.00</u>
33.	1	Replace electric motor and pump assembly	\$ <u>5,500.00</u>	\$ <u>5,500.00</u>
34.	10	Replace brush segments	\$ <u>275.00</u>	\$ <u>2,750.00</u>
35.	10	Replace curtain segments	\$ <u>150.00</u>	\$ <u>1,500.00</u>
36.	50	Replace water spray nozzles	\$ <u>incl. in #41</u>	\$ _____
37.	4	Replace reverse osmosis filters	\$ <u>incl. in #42</u>	\$ _____
38.	32	Remove debris in sumps as needed at Kinney and Rooney	\$ <u>775.00</u>	\$ <u>24,800.00</u>
39.	16	Remove debris in sumps as needed at South Corporation Yard	\$ <u>1,150.00</u>	\$ <u>18,400.00</u>
40.	16	Remove debris in sumps as needed at the North Area Corporation Yard	\$ <u>600.00</u>	\$ <u>9,600.00</u>

All Sites

41.	50	Replace water spray nozzles	\$ <u>18</u>	\$ <u>900.00</u>
42.	4	Replace reverse osmosis filters	\$ <u>500</u>	\$ <u>2,000.00</u>
43.	200	Additional labor hours to perform additional repairs. Quote hourly rate	\$ <u>125</u>	\$ <u>25,000.00</u>
44.	20	Emergency Call outs, sump cleaning and removal. Pick-up, transport, and disposal of solids/debris collected. Quote shall include call out fee and cost to dispose of 300 gallons of debris.	\$ <u>225</u>	\$ <u>4,500.00</u>
		Sub Total		\$ <u>100,450.00</u>
		GRAND TOTAL BID - ITEMS 1 - 44	\$	\$ <u>474,550.00</u>

(Transfer Grand Total Bid Amount to Bid Proposal Form)

Bidders must fill in all fields in the pricing schedule in order to be considered responsive.

B13131061005

BID PROPOSAL GUARANTEE

KNOW ALL MEN BY THESE PRESENTS,

That we, Ditkof Enterprises dba: J & S Equipment and Steam Cleaners, Inc.

as Principal, and Platte River Insurance Company

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

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened at the Department of City Clerk, City of Sacramento, located at **915 I Street, Historic Building, 1st Floor, Sacramento, CA 95814** up to the hour of 2:00 p.m. on **December 19, 2012** for the Work specifically described as follows:

VEHICLE WASH BAYS MAINTENANCE AND REPAIR (Project No. 2164246)

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

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

IN WITNESS THEREOF We have hereunto set our hands and seal this 12th
day of December 20 12.

Ditkof Enterprises
dba: J & S Equipment and Steam Cleaners, Inc.

(Contractor) (Seal)
By [Signature]
Title President

Platte River Insurance Company

(Surety) (Seal)
By [Signature]

Title Kathleen Ann Beck, Attorney-in-Fact

Agent Name and Address Leavitt Group
1390 Willow Pass Rd #800, Concord, CA 94520

Agent Phone # 800-234-6363

Surety Phone # 925-262-2710

California License # 0545478

ORIGINAL APPROVED AS TO FORM:

City Attorney

B13131061005

BID PROPOSAL GUARANTEE

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Ditkof Enterprises
By [Signature] (Contractor) (Seal)
Title President

Platte River Insurance Company
By [Signature] (Surety) (Seal)
Title Kathleen Ann Beck, Attorney-in-Fact
Agent Name and Address Leavitt Group
1390 Willow Pass Rd #800, Concord, CA 94520
Agent Phone # 800-234-6363
Surety Phone # 925-262-2710
California License # 0545478

ORIGINAL APPROVED AS TO FORM:

City Attorney

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41267590

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----L.B. BARNETT; KATHLEEN ANN BECK; BILLY GEORGE BERGAN; JOHN J. DALEY; SUSAN J. DELL'ISOLA; PATRICIA L. DREW-----
-----KENNETH GOODWIN; SUSAN J. PERAGALLO; LEZAH PRICE-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 2nd day of May, 2011.

Attest:

Richard W. Allen III
President
Surety & Fidelity Operations

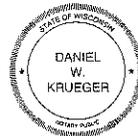


PLATTE RIVER INSURANCE COMPANY

David F. Pauly
CEO & President

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

On the 2nd day of May, 2011 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 12th day of December, 2012



Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California
County of Contra Costa

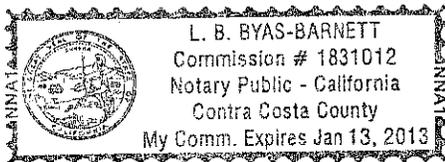
On December 12, 2012, before me, L.B. Byas-Barnett, Notary Public personally appeared Kathleen Ann Beck

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

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

WITNESS my hand and official seal.


Signature of Notary Public



Optional

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached Document

Title or Type of Document: _____

Document Date _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) claimed by Signer(s)

Signer's Name: Kathleen Ann Beck

- Individual
- Corporate Officer

Title(s): _____

- Partner- Limited General

Attorney-in-Fact

Trustee

Guardian or Conservator

Other : _____

Partner- Limited General

Attorney-in-Fact

Trustee

Guardian or Conservator

Other : _____

Signer is Representing: _____

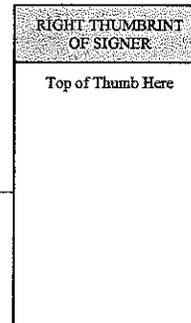
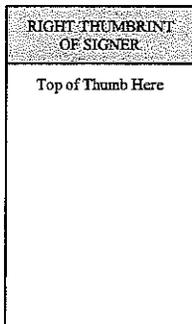
Signer is Representing:

Platte River Insurance Company

Signer's Name:

- Individual
- Corporate Officer

Title(s): _____



Guidelines for City of Sacramento Boycott of Arizona and Arizona-Headquartered Businesses

Sacramento City Council Resolution No. 2010-346 calls for a boycott of the State of Arizona and businesses headquartered in Arizona. The boycott provisions prohibit employee travel to Arizona at City expense, and restrict the purchase of goods and services with Arizona headquartered businesses.

Resolution No. 2010-346 provides that "where **practicable** and where there is no **significant** additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any business or entity that is **headquartered** in Arizona ..."

The guidelines below are provided to city staff for implementing the Resolution.

• **Definitions**

- Headquartered: State in which a company is headquartered. This may be different than the state of incorporation, where subsidiaries are located. You may determine a company headquarters from the declaration provided in a solicitation response or by calling the company directly.

- Practicable: The proposed or existing vendor can be replaced without interruption to services and/or supplies, and the replacement of the vendor does not adversely affect the Sacramento economy. For example, excluding a company headquartered in Arizona, but with a Sacramento-area office would not be practicable, as it would adversely affect the local economy. The cost of transition should not be significant.

- Significant: Costs that exceed the following percentages or dollar thresholds:

- For contracts valued \$250k and less – the lesser of 10% or \$25k
- For contracts valued between \$250k and \$1m – the lesser of 10% or \$100k
- For contracts valued between \$1m and 10m – the lesser of 8% or \$100k
- For contracts valued at \$10m and more – the lesser of 6% or 100k

- Related companies, subcontractors: The policy applies only to the company with which the City enters into a contract.

• **Exceptions Checklist**

If the lowest bidder is headquartered in Arizona, in order to have a valid exception to the boycott Resolution, you must be able to answer yes to **at least** one of the following questions:

- Is the difference between the low bid and the second low bid "significant"? (see definitions)
OR if the vendor has a current contract and we evaluating a renewal, is there a significant cost to switch vendors?
- Does the lowest bidder have a local office in Sacramento, providing benefit to the local economy, if awarded the contract?
- Is the vendor the sole-source for this particular service/commodity?

- Is the contract award or extension in the "best interest of the City" for reasons not listed above?

● **Documentation**

- For contracts \$100k and greater, the City Council report will state where the company recommended for award is headquartered in the Policy Considerations section of the Council Report. A recommendation for awarding or extending a contract to an Arizona headquartered company shall contain the rationale for the proposed exception in the Policy Considerations section.
- For contracts between \$5k and \$100k, the bid evaluation form will include where the company recommended for award is headquartered. Departments are responsible for maintaining documentation for all contract awards and extensions to Arizona headquartered companies.
- For contracts \$5k or less, there is no requirement to determine where the company is headquartered or to maintain documentation of the headquarters location.

● **Procedures**

- Insert standard language into future and existing (responses not received) solicitations.
- Evaluate received solicitation responses and identify company headquarters for each response.
- Determine bids submitted by companies headquartered in Arizona to be nonresponsive if practicable with no significant additional costs. Maintain documentation that demonstrates that a nonresponsive determination is practicable and that no significant costs are incurred.
- Determine if contracts with optional contract periods are or will be awarded to Arizona headquartered companies. Evaluate the impact of replacing Arizona headquartered company contracts, and the required time (solicitation through award) to maintain continuity of goods and/or services.
- Maintain documentation of all solicitations, evaluations, awards and dollar impacts for Arizona companies and the associated costs accrued to the City of Sacramento.
- Existing contracts should be reviewed for compliance as time permits.

● **Suggested Language for Council Reports and Bid Documentation**

- Council reports and bid documentation will clearly state the headquarters location of the company recommended for the award in the Policy Considerations section as follows:

"In accordance with Sacramento City Council Resolution No. 2010-346, (Company Name) is headquartered in the state of (State Name). The proposed contract award is consistent with Resolution 2010-346 prohibiting the City from entering into any contract to purchase goods or services from any business or entity headquartered in Arizona."

- For Council reports and bid documentation recommending an award or extension to an Arizona headquartered company, the following language is offered as examples of appropriate exceptions:

- o "The difference between the low bid (company headquartered in Arizona) and the second low bid is "significant". The additional cost to the City would be (\$ Dollar Amount) if awarded to the second low bidder."
- o "The cost of foregoing a contract extension with (Company Name), an Arizona headquartered company, and soliciting the goods/service is "significant". The additional cost to the City would be approximately (\$ Dollar Amount)."
- o "The lowest bidder, (Company Name) is an Arizona headquartered company and has a local office in Sacramento, providing benefit to the local economy. Failure to award to the lowest bidder would have a negative impact on the local economy."
- o "The lowest bidder, (Company Name) is an Arizona headquartered company and is the sole-source vendor for this particular good/service."
- o "It is in the best interest of the City to award/extend the contract to (Company Name) for the following reasons." (Cite pertinent reasons for recommendation of contract award or extension of contract.)

Attachment – Standard language for solicitations related to City of Sacramento Boycott of Arizona and Arizona-Headquartered Businesses Attachment

All future solicitations will incorporate the following standard language to notify potential bidders of the City Council policy regarding businesses headquartered in Arizona.

City of Sacramento Boycott of Arizona-Headquartered Businesses

On June 15, 2010, the Sacramento City Council adopted Resolution No. 2010-346 opposing two Arizona laws (SB 1070 and HB 2162) that will allow Arizona police to arrest individuals suspected of being unlawfully present in the United States and to charge immigrants with a state crime for not carrying immigration documents. Sacramento City Council Resolution No. 2010-346 also called for a boycott of the State of Arizona and businesses headquartered in Arizona until Arizona repeals or a court nullifies SB 1070 and HB 1262. Resolution No. 2010-346 provides, in pertinent part, that "where practicable and where there is no significant additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any business or entity that is headquartered in Arizona ..."

Pursuant to the provisions of Resolution No. 2010-346, the City may determine that a bid from a business or entity that is headquartered in Arizona is nonresponsive and the City may reject the bid on that basis.

Bidders that are headquartered in the United States shall certify in the space below the state where the bidder is headquartered:

California

State Where Bidder is Headquartered

6/23/10

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: Steam Cleaners, Inc
BY: Howard J. Day Signature Title Date: 1/7/13

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.

MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

QUESTIONNAIRE

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

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

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

1. **Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:**
D21 842611 exp 7/31/2014

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?
 Yes No

3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?
 Yes No

4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?
 Yes No

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?
 Yes No

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

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

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

Yes No Not applicable

OR

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

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

Yes No Not applicable

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

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

Yes No

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

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

Yes No

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

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

Yes No

OR

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

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

VERIFICATION AND SIGNATURE

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

Signed at Sacramento, CA, on 11/7/13
(Location) (Date)

Signature: Howard J. Ditkoh

Print name: HOWARD J. DITKOH

Title: President

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

FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT

AGREEMENT

(Maintenance Contract Over \$25,000)

THIS AGREEMENT, dated for identification FEBRUARY 26, 2013, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Steam Cleaners, Inc., 2116 19th Street, Sacramento, CA 95818 "Contractor").

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

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

- The Notice to Contractors
- The Proposal Form submitted by the Contractor
- The Instructions to Bidders
- The Emerging and Small Business Enterprise (ESBE) Requirements
- The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance
- The City's Reference Guide for Construction Contracts
- The Addenda, if any
- This Agreement
- The Standard Specifications
- The Special Provisions
- The Plans and Technical Specifications
- The drawings and other data and all developments thereof prepared by City pursuant to the Contract

Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.

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

2. DEFINITIONS

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

3. AGREEMENT CONTROLS

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

4. SCOPE AND TERM OF CONTRACT

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

VEHICLE WASHBAYS MAINTENANCE AND REPAIR (Project No. 2164246)

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

- (B) A general scope of work is contained in the Technical Specifications and may be further defined in a job/task order. Work shall be assigned to Contractor by City on an individual job or task basis, by City's issuance of a job/task order that specifies the scope of work for that job or task. All such job/task orders will constitute part of this Contract, and the Contractor shall perform, comply with and be subject to all provisions of this Contract with regard to any work performed pursuant to any such job/task orders.
- (C) For job/task orders exceeding \$25,000, pursuant to Sacramento City Code Section 3.60.180, the Contractor is required and agrees to pay the State of California, Department of Industrial Relations prevailing wage rates for covered trades employed. The prevailing wage rate may be found at <http://www.dir.ca.gov/dlsr/pwd/>. For job/task orders \$30,000 or greater, the Contractor agrees to utilize apprentices, as required by the State of California Labor Code.
- (D) The initial term of this Contract is one (1) year from the date of City award. The Contract term may be extended for additional successive one (1) year periods, provided that the total Contract term including any such extensions shall not exceed five (5) years. A term extension shall become effective upon City's issuance of a written notice of extension that is signed by Contractor.

5. CONTRACT AMOUNT AND PAYMENTS

- (A) Payment for each job or task shall be authorized by job/task order as provided in Section 4, above, and City shall have no responsibility or liability for any payment not authorized by a City-issued job/task order. All payments shall be made in accordance with the

schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents.

- (B) Unit prices and hourly rates shall not exceed the amount(s) set forth in Contractor's Proposal Form, provided that for each year the Contract term is extended, to account for inflation, the unit prices and hourly rates set forth in Contractor's Proposal Form shall be increased by an amount equal to three (3) percent or the percentage increase for the previous 12 month period in the Consumer Price Index (CPI), San Francisco area, whichever is less.
- (C) Subject to deductions, withholdings and additions as specified in the Contract Documents, Contractor shall be paid the sum computed at such unit prices or hourly rates, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual hours worked or actual amount of each such unit price item performed and/ or furnished and incorporated in the Work.
- (D) Maximum Annual Payment: The total amount paid for all Work authorized by job/task orders during any one year term of the Contract shall not exceed **Four Hundred Seventy Four Five Hundred Fifty Dollars and no cents (\$474,550.00)**. The contract has the option of four (4) one year renewals.

6. PROGRESS PAYMENTS

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

- (A) On or about the first of the month, the Engineer shall present to the Contractor a statement (in the format required by City) showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. For job/task orders exceeding \$25,000, after both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety (90) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations. For job/task orders of \$25,000 or less, after both Contractor and Engineer approve the statement in writing, the City shall issue a certificate for one hundred (100) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.
- (B) No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.
- (C) Contractor shall not be paid for any defective or improper Work.
- (D) If the job/task order exceeds \$25,000, the remaining ten (10) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be due and payable beginning thirty-five (35) days after completion

and final acceptance by City of the Work specified in the job/task order; provided that the City may determine, in its sole discretion, to release up to fifty (50) % of such retention, in whole or in part, at any time. Acceptance by Contractor of the final payment for a job/task order shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.

- (E) The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.
- (F) Statements may be personally delivered or mailed to:

City Of Sacramento, Department of General Services
5730 24th Street, Bldg. #1
Sacramento, CA 95822
ATTN: STEVE BARKER

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work for a job or task as directed in the City-issued job/task order and shall diligently prosecute the Work to final completion. The continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

If so specified in a City-issued job/task order, the Work required by the job/task order shall be brought to completion in the manner provided for in the Contract Documents on or before the date specified in the job/task order (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

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

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

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

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

13. NO WAIVER OF REMEDIES

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

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after City acceptance of the Work performed for the applicable job/task order. Contractor shall repair or replace all work or material, together with any other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

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

In addition to the above, the Contractor shall make a written assignment of all manufacturer's and other product warranties to the City, prior to City acceptance of the Work performed for the applicable job/task order.

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

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

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

Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work specified in a job/task order by the Completion Date specified therein, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete such Work within such time.

- (B) If a job/task order specifies a Completion Date for the Work required by the job/task order, Contractor shall pay liquidated damages to City for failure to complete such Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of Four Hundred Ten Dollars (\$410.00) for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which such Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.
- (C) In the event Contractor shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments that otherwise would be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due or to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise under any provision of the Contract Documents or any applicable Law or Regulation. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as specified above shall in any manner be construed to constitute a release of any such liabilities nor a waiver of the City's right to withhold payment for such liabilities.

16. INDEMNITY AND HOLD HARMLESS

- (A) Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

During the entire term of this Contract and until completion and final acceptance of all 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 19 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. Contractor shall provide initial insurance documents to the Engineer upon request, prior to execution of the final contract. All future insurance renewal documents shall be sent to:

EBIX BPO
212 Kent Street
Portland, MI, 48875
Phone: (517) 647-1700
Fax: (517) 647-7900
Email: CertsOnly@periculum.com

- (2) 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.

(F) Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the bonds and/or insurance required under the Contract in full force and effect, Contractor shall immediately suspend all work under the Contract and notify City in writing of such failure. After such notice is provided, or if City discovers such failure and notifies Contractor, the City thereafter may withhold all Contract payments due or that become due until notice is received by City that such bonds and/or insurance have been restored in full force and effect and that the premiums therefore have been paid for a period satisfactory to the Division of Risk Management. Contractor shall not resume work until notified by City to do so, and the City shall have no responsibility or liability for any costs incurred by Contractor as a result of such suspension of Work.

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

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

21. EXCUSABLE DELAYS

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

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

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

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

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

23. EXTENSION OF TIME

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

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

24. NO PAYMENT FOR DELAYS

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

25. CHANGES IN THE WORK

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

26. TERMINATION AFTER COMPLETION DATE

In addition to any other rights City may have, if any services or work required by a job/task order are not completed as of the Completion Date specified in the job/task order, if any (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), City may terminate the Contract at any time after the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), by providing a written notice to Contractor specifying the date of termination. Such notice also may

specify conditions or requirements that Contractor must meet to avoid termination of the Contract on such date. If Contractor fails to fulfill all such conditions and requirements by such termination date, or, if no such conditions or requirements are specified, Contractor shall cease rendering services and performing work on such termination date, and shall not be entitled to receive any compensation for services rendered or work performed after such termination date. In the event of such termination, Contractor shall remain liable to City for liquidated damages incurred for any period of time prior to the termination date.

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

27. TERMINATION FOR CONVENIENCE

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

- (A) For Work executed pursuant to approved job/task order(s) in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;
- (B) For reasonable expenses directly attributable to termination.

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

28. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect to the rate of

progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Surety(ies) written notification to immediately correct the situation or the Contract shall be terminated.

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

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

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

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

30. SURETIES' OBLIGATIONS UPON TERMINATION

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

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

31. ACCOUNTING RECORDS OF CONTRACTOR

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

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

CONTRACTOR

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

DATE: 1/17/13

BY Howard J. Ditty
Howard J. Ditty
Print Name
President
Title

BY Howard J. Ditty
Howard J. Ditty
Print Name
Treasurer
Title
68-0481016
Federal ID#

State ID# 1004376

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

Type of Business Entity (*check one*):

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

CITY OF SACRAMENTO
A municipal corporation

DATE: _____

BY: _____
For: _____
City Manager

Original Approved As To Form:
Koutrougi-Burdick
City Attorney

Attest: _____
City Clerk

B13131061005

**CITY OF SACRAMENTO
PERFORMANCE BOND**

Department of General Services
Page 1 of 1

Bond No.: 41267596
Premium: \$9,491.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to STEAM CLEANERS, INC., 2116 19TH STREET, SACRAMENTO, CA 95818: as principal, hereinafter called Contractor, a contract for construction of:

VEHICLE WASHBAYS MAINTENANCE AND REPAIR (Project No. 2164246)

(For the period of February 26, 2013 to February 25, 2014. At the sole option of the Surety, this bond may be renewed for additional one year terms via continuation certificate.)

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

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

NOW, THEREFORE, we the Contractor and *(here insert full name and address of Surety):*
Platte River Insurance Company, 2121 North California Blvd. #300, Walnut Creek, CA 94597
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of: **FOUR HUNDRED SEVENTY FOUR THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$474,550.00)**, for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on January 22, 20 13.

Steam Cleaners, Inc.
(Contractor) (Seal)
By [Signature]
Title President

Platte River Insurance Company
(Surety) (Seal)
By [Signature]
Title Kathleen Ann Beck, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:
[Signature]
City Attorney

Agent name & Address Leavitt Group
1390 Willow Pass Rd. #800, Concord, CA 94520
Agent Phone # 800-234-6363
Surety Phone # 925-262-2703
California License # _____

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41267596

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----L.B. BARNETT; KATHLEEN ANN BECK; BILLY GEORGE BERGAN; JOHN J. DALEY; SUSAN J. DELL'ISOLA; PATRICIA L. DREW-----
-----KENNETH GOODWIN; SUSAN J. PERAGALLO; LEZAH PRICE-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 2nd day of May, 2011.

Attest:

Richard W. Allen III
Richard W. Allen III
President
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY
David F. Pauly
David F. Pauly
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 2nd day of May, 2011 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Daniel W. Krueger
Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 22nd day of January, 2013.



Alan S. Ogilvie
Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PR-POA (5-11)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California
County of Contra Costa

On January 23, 2013, before me, L. Byas-Barnett, Notary Public personally appeared Kathleen Ann Beck



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

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

WITNESS my hand and official seal.

L. Byas-Barnett

L. Byas-Barnett Signature of Notary Public

Optional

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached Document

Title or Type of Document: Performance Bond

Document Date January 22, 2013

Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) claimed by Signer(s)

Signer's Name: Kathleen Beck

- Individual
- Corporate Officer
- Title(s): _____
- Partner- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other : _____

- Partner- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other : _____

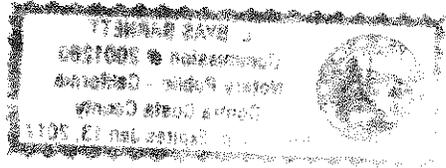
RIGHT THUMBPRINT OF SIGNER
Top of Thumb Here

RIGHT THUMBPRINT OF SIGNER
Top of Thumb Here

Signer is Representing: _____

Signer is Representing:
Platte River Insurance Company

Signer's Name:
 Individual
 Corporate Officer
Title(s): _____



B13131061005

**CITY OF SACRAMENTO
PAYMENT BOND**

Department of General Services
Page 1 of 1

Bond No.: 41267596
Premium: Included in
Performance Bond

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STEAM CLEANERS, INC., 2116 19TH STREET, SACRAMENTO, CA 95818
hereinafter called Contractor, a contract for construction of:

VEHICLE WASHBAYS MAINTENANCE AND REPAIR (Project No. 2164246)

(For the period of February 26, 2013 to February 25, 2014. At the sole option of the Surety, this bond may be renewed for additional one year terms via continuation certificate.)

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

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

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

Platte River Insurance Company, 2121 North California Blvd. #300, Walnut Creek, CA 94597, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of **FOUR HUNDRED SEVENTY FOUR THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$474,550.00)**, on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on January 22, 20 13.

Steam Cleaners, Inc.
(Contractor) (Seal)
By Howard J. Dean
Title President

Platte River Insurance Company
(Surety) (Seal)
By Kathleen Ann Beck
Title Kathleen Ann Beck, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:
Kenneth P. Burdick
City Attorney

Agent name & Address Leavitt Group
1390 Willow Pass Rd. #800, Concord, CA 94520
Agent Phone # 800-234-6363
Surety Phone # 925-262-2703
California License # 0545478

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41267597

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-----KENNETH GOODWIN; SUSAN J. PERAGALLO; LEZAH PRICE-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

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“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 2nd day of May, 2011.

Attest:

Richard W. Allen III

Richard W. Allen III
President
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

David F. Pauly

David F. Pauly
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 2nd day of May, 2011 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Daniel W. Krueger

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 22nd day of January, 2013.



Alan S. Ogilvie

Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PR-POA (5-11)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California
County of Contra Costa

On January 23, 2013, before me, L. Byas-Barnett, Notary Public personally appeared Kathleen Ann Beck

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

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

WITNESS my hand and official seal.

L. Byas-Barnett

L. Byas-Barnett Signature of Notary Public



Optional

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached Document

Title or Type of Document: Payment Bond

Document Date January 22, 2013

Number of Pages: 1

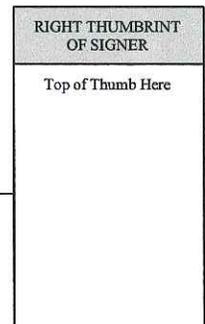
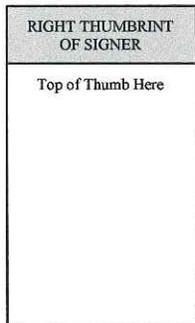
Signer(s) Other Than Named Above: _____

Capacity(ies) claimed by Signer(s)

Signer's Name: Kathleen Beck

- Individual
- Corporate Officer
- Title(s):
- Partner- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other : _____

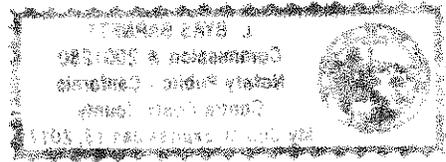
- Partner- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other : _____



Signer is Representing:
Platte River Insurance Company

Signer's Name:
 Individual
 Corporate Officer
Title(s):

Signer is Representing: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement in this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers
of California, Inc.
3697 Mt. Diablo Blvd., Suite 300
Lafayette, CA 94549

CONTACT NAME:

PHONE (A/C, No, Ext): 925-299-1112

FAX (A/C, No): 925-299-0328

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Continental Casualty Company

20443

INSURER B: Oak River Insurance Company

34630

INSURER C:

INSURER D:

INSURER E:

INSURER F:

www.aig.com

0726293

INSURED

Ditkof Enterprises, Inc.
dba: J & S Equipment
dba: Steam Cleaners, Inc
P.O. Box 6803
Concord CA 94524

COVERAGES

CERTIFICATE NUMBER: 15435392

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		4024131821	9/17/2012	9/17/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		4024131849	9/17/2012	9/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			4024132810	9/17/2012	9/17/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A	2200053749121	9/1/2012	9/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The City of Sacramento, its officials, employees and volunteers are included as Additional Insured per forms SB-146932-E and CA2048. Primary Wording applies per form SB-146932-E attached. Waiver of Subrogation for General Liability per form SB-146932-E. Waiver of Subrogation for Workers Compensation per form WC990410A attached. Project: # 2164246 - Vehicle Wash Bays Maintenance and Repair
Written Contract required. This Certificate Supersedes the Certificate dated 1/18/2013.

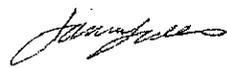
CERTIFICATE HOLDER

City of Sacramento
Risk Management
Attn: Deb Patterson
915th I Street, 4th Floor
Sacramento CA 95814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


Jamie Yaudes

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ACORD 25 (2010/05)

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CERT NO.: 15435392 CLIENT CODE: 2001-09-13 10:04:20.903 Jamie Yaudes 2/5/2013 2:57:11 PM Page 1 of 8



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and



coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – Your Work

That person or organization for whom you do work is an additional insured solely for liability due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street

banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

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

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to **Paragraph H.** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS:**

H. Other Insurance

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. LEGAL LIABILITY – DAMAGE TO PREMISES

- A. Under **B . Exclusions, 1.** Applicable to **Business Liability Coverage, Exclusion k. Damage To Property,** is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the last paragraph of 2. Exclusions is deleted and replaced by the following:**

Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance.**

- C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance is replaced by the following:**

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

5. Blanket Waiver of Subrogation

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

6. Broad Knowledge of Occurrence

The following items are added to **E. Businessowners General Liability Conditions in the Businessowners Liability Coverage Form:**

- e. Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:
 - (1) You or any additional insured that is an individual;
 - (2) Any partner, if you or an additional insured is a partnership;
 - (3) Any manager, if you or an additional insured is a limited liability company;
 - (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
 - (5) Any trustee, if you or an additional insured is a trust; or
 - (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph e. applies separately to you and any additional insured.

7. Bodily Injury

Section F. Liability and Medical Expenses Definitions, item 3. "Bodily Injury" is deleted and replaced with the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

8. Expanded Personal and Advertising Injury Definition

- a. The following is added to **Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form:**
- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 1. Not done intentionally by or at the direction of:
 - a. The insured; or



- b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
 - 2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
- b. The following is added to Exclusions, Section B.:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c. This provision (**Expanded Personal and Advertising Injury**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

9. Personal and Advertising Injury Re-defined

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

WORKER'S COMPENSATION CERTIFICATION

VEHICLE WASHBAYS MAINTENANCE AND REPAIR (Project No.2164246)

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: 1/17/13

Contractor Steam Cleaners, Inc.

By

Howl J. Day, President
Signature

2/5/2013

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 04 10A (Ed 07-07)

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

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.)

The additional premium for this endorsement shall be 2.00 % of the total policy premium otherwise due on such remuneration.

The minimum premium for this endorsement is \$ 350.00

Person or Organization	Schedule	Job Description
ALL ORGANIZATIONS FOR WHOM THE WAIVER OF SUBROGATION IS ISSUED		ALL CALIFORNIA OPERATIONS

insufficient

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 9/1/2012 Policy No. 2200053749121 Endorsement No.

Insured Ditkof Enterprises, Inc. Premium \$

Insurance Company Countersigned by _____

Oak River Insurance Company

WC 99 04 10A
(Ed 07-07)

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:	Countersigned By:
Named Insured: Ditkof Enterprises, Inc.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): City of Sacramento Risk Management Attn: Deb Patterson 915th I Street, 4th Floor Sacramento CA 95814	The State of California, the Trustees of the California State University (CSU), California State University, Sacramento (the University), their officers, representatives, 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.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

PAY REQUEST APPLICATION

PROJECT NAME AND NUMBER: VEHICLE WASHBAYS MAINTENANCE AND REPAIR (Project No. 2164246)

CONTRACTOR: _____

PURCHASE ORDER NO. (Required): _____ COST CENTER: _____

INVOICE NO.: _____ PERIOD ENDING DATE: _____

SUBMITTAL OF A PROGRESS SCHEDULE IS REQUIRED TO BE SUBMITTED WITH THIS PAY REQUEST IN ACCORDANCE WITH CITY'S STANDARD SPECS; NO PROGRESS PAYMENTS WILL BE MADE FOR ANY WORK UNTIL SATISFACTORY SCHEDULE HAS BEEN SUBMITTED TO THE ENGINEER.

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 5% RETENTION \$ _____

LESS PREVIOUS BILLINGS: \$ _____

AMOUNT DUE THIS INVOICE: \$ _____

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

Submitted By _____ Date: _____

Submit To: Department of General Services, Procurement Division

5730 24th Street, Bldg.1

Sacramento, CA 95822

Attn: Tim Hopper, Contracts & Compliance Specialist/ Brenda Kee, Labor Compliance Officer

Approved

By (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. 9/17/04)

CITY OF SACRAMENTO
 Department of General Services

Remit With Pay Request
 Department of General Services
 Procurement Division
 5730 24th Street, Bldg. 1
 Sacramento, CA 95822
 ATTN: Tim Hopper

SCHEDULE OF VALUES

PROJECT NAME: Vehicle Wash Bays Maintenance and Repair

CITY PROJ. NO.: WO2164246

CONTRACTOR: Steam Cleaners, Inc.

FUNDING:

ADDRESS: 2116 19th Street
 Sacramento, CA 95818
PHONE NO.: 1.916.442.1118

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

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Authorized Amount	This Estimate		Total Work Completed		Quantity Remaining
						Quantity	\$ Amount	Quantity	\$ Amount	
1	Site No. 1, Joseph E. Rooney Police Facility	1	LS	8900	\$ 8,900.00					
2	Site No. 2, Wm. J. Kinney Police Facility	1	LS	10100	\$ 10,100.00					
3	Site No. 3, City Corp Yard South	1	LS	10000	\$ 10,000.00					
4	Steam Bay #1	1	LS	37500	\$ 37,500.00					
5	Heavy Duty Truck Wash Bay #2	1	LS	37500	\$ 37,500.00					
6	Light Duty Vehicle Wash Bay #3	1	LS	37500	\$ 37,500.00					
7	Refuse Truck Clean Out Bay #4	1	LS	75000	\$ 75,000.00					
8	Bin Maintenance Wash Out Area	1	LS	6100	\$ 6,100.00					
9	Clean & remove debris and contaminants from clarifiers 1X amonth or as determined by City	1	LS	45000	\$ 45,000.00					
10	BIO-254-OM10 recycler	1	LS	10000	\$ 10,000.00					
11	Kenitico K60 Water conditioner	1	LS	2000	\$ 2,000.00					
12	MI-T M35E Parts Cabinet Washer	1	LS	3600	\$ 3,600.00					
13	Truck/ Car wash	1	LS	22500	\$ 22,500.00					
14	Steam Bay-North Area Corp Yard	1	LS	8900	\$ 8,900.00					
15	Maintenance of High pressures Washers & Steam Cleaners	1	LS	5000	\$ 5,000.00					

Remit With Pay Request

CITY OF SACRAMENTO
Department of General Services

Department of General Services
Procurement Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822
ATTN: Tim Hopper

SCHEDULE OF VALUES

PROJECT NAME: Vehicle Wash Bays Maintenance and Repair

CITY PROJ. NO.: WO2164246

CONTRACTOR: Steam Cleaners, Inc.

FUNDING:

ADDRESS: 2116 19th Street
Sacramento, CA 95818
PHONE NO.: 1.916.442.1118

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

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Authorized Amount	This Estimate		Total Work Completed		Quantity Remaining
						Quantity	\$ Amount	Quantity	\$ Amount	
16	Replace hydraulically operated spinner on truck wash	7	LS	2200	\$ 15,400.00					
17	Replace high pressure pump	2	LS	3250	\$ 6,500.00					
18	Replace electric motor for high pressure pump	1	LS	2250	\$ 2,250.00					
19	Replace electric motor and pump assembly	1	LS	5500	\$ 5,500.00					
20	Replace clarifier sump pumps	2	LS	1400	\$ 2,800.00					
21	Replace clarifier sump pump electric motor	2	LS	1400	\$ 2,800.00					
22	Repalce high pressure pump	1	LS	3250	\$ 3,250.00					
23	Replace electric motor for high pressure pu	1	LS	2250	\$ 2,250.00					
24	Replace electric motor and pump assembly	1	LS	5500	\$ 5,500.00					
25	Repacae clarifier sump pumps	1	LS	1400	\$ 1,400.00					
26	Replace clarifier sump pump electric motor	1	LS	1400	\$ 1,400.00					
27	Replace brush segments	5	LS	275	\$ 1,375.00					
28	Replace transfer pump on BIO-254-OM10	1	LS	825	\$ 825.00					
29	Replace regenerative blower motor assembly	1	LS	1650	\$ 1,650.00					
30	Replace turn table electric motor	1	LS	1600	\$ 1,600.00					

CITY OF SACRAMENTO

Department of General Services

Remit With Pay Request

Department of General Services
 Procurement Division
 5730 24th Street, Bldg. 1
 Sacramento, CA 95822
 ATTN: Tim Hopper

SCHEDULE OF VALUES

PROJECT NAME: Vehicle Wash Bays Maintenance and Repair

CITY PROJ. NO: WO2164246

CONTRACTOR: Steam Cleaners, Inc.

FUNDING:

ADDRESS: 2116 19th Street
 Sacramento, CA 95818
PHONE NO: 1.916.442.1118

Payment No. _____
 Work Performed Thru _____
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Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Authorized Amount	This Estimate		Total Work Completed		Quantity Remaining
						Quantity	\$ Amount	Quantity	\$ Amount	
31	Repace high pressure pump	1	LS	3250	\$ 3,250.00					
32	Replace electric motor for high pressure pump	1	LS	2250	\$ 2,250.00					
33	Replace electric motor and pump assembly	1	LS	5500	\$ 5,500.00					
34	Replace brush segments	10	LS	275	\$ 2,750.00					
35	Replace curtain segments	10	LS	150	\$ 1,500.00					
36	Replace water spray nozzles (price incl in #41)	50	LS	0	\$ -					
37	Replace reverse osmosis filters (price incl in #42)	4	LS	0	\$ -					
38	Remove debris in sumps as needed at Kinney and Rooney	32	LS	775	\$ 24,800.00					
39	Remove debris in sumps as needed at South Corp Yard	16	LS	1150	\$ 18,400.00					
40	Remove debris in sumps as needed at the North Area Corp yard	16	LS	600	\$ 9,600.00					
41	Replace water spray nozzles	50	LS	18	\$ 900.00					
42	Replace remove osmosis filters	4	LS	500	\$ 2,000.00					
43	Additional labor hours to perform additional repairs. Quote hourly rate.	200	LS	125	\$ 25,000.00					

CITY OF SACRAMENTO
 Department of General Services

Remit With Pay Request
 Department of General Services
 Procurement Division
 5730 24th Street, Bldg. 1
 Sacramento, CA 95822
 ATTN: Tim Hopper

SCHEDULE OF VALUES

PROJECT NAME: Vehicle Wash Bays Maintenance and Repair

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2116 19th Street
 Sacramento, CA 95818

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Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Authorized Amount	This Estimate		Total Work Completed		Quantity Remaining
						Quantity	\$ Amount	Quantity	\$ Amount	
44	Emergency call outsw, sump cleaning and removal, pick-up, transport, and disposal of solids/debris collected. Quote shall include call out fee and cost to dispose of 300 gallons fo debris.	20	LS	225	\$ 4,500.00					
	TOTAL CONTRACT AMOUNT				\$ 474,550.00					
	CHANGE ORDERS									
1										
2										
3										
4										
5										
	TOTAL CHANGE ORDER AMOUNT				\$0.00					
	TOTAL AMENDED CONTRACT AMOUNT	\$474,550.00								

SPECIAL PROVISIONS

SACRAMENTO, CALIFORNIA
CAR/TRUCK WASH MAINTENANCE

1.0 **SCOPE**

This specification describes the inspection, servicing, maintaining and repairing of City of Sacramento car and truck washes as required, including steam cleaning equipment, high pressure washers, and the collection and removal of debris from various sumps including disposal or debris. All services and repairs shall be performed in accordance with the manufacturer's recommendations and/or industry standards.

2.0 **GENERAL CONTRACT SPECIFICATIONS**

2.1 Award

The City of Sacramento reserves the right to award this contract to the lowest responsive and responsible Contractor. An evaluation of the Contractor's ability, quality and performance on previous or current contracts will be used in addition to total cost as a basis of award for any resultant contract.

2.2 Brand Names

Whenever in the specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or equivalent". The contractor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process or article offered by the contractor is not, in the opinion of the City of Sacramento, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one that in the opinion of the City of Sacramento is the equal thereof in every respect.

2.3 Contract Period

Any contract(s) resulting from this bid shall be effective for a period of 5 years from the date of award.

3.0 **CONTRACT REPRESENTATIVE**

During performance of the contract, the City will be represented by Steve Barker, telephone (916) 808-6289.

4.0 PAYMENT AND INVOICING

- a. Invoices shall be mailed or delivered to City of Sacramento, Department of General Services (Fleet Management Division) 5730 - 24th Street, Bldg. 1, Sacramento, CA 95822-3699.
- b. All invoices shall include the City purchase order number, name of person who placed the order, itemized list of materials furnished, including quantity, unit price and extension of each item, less applicable discount(s) and labor charges. All invoices shall include the date, the location where services were performed, what services were performed, and the name of the person who authorized repairs and / or services. Fleet Management personnel shall sign each invoice. If repairs are performed without prior authorization the City will not pay for those charges.
- c. Payment terms are Net 30 days. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of an invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization.

If invoices are incorrectly priced, the City shall notify the contractor, and may withhold payment until the pricing is corrected. If invoices are continually or regularly in error, the City may terminate this agreement. Note: If a prompt payment discount is offered and the invoice is priced incorrectly, the prompt payment discount period will not start until the City receives the corrected invoice (No exceptions).

5.0 PRICE ADJUSTMENT

No price changes are permitted during the first year of the contract. If the contract extends beyond one year, prices quoted may be made subject to a maximum adjustment of 3% if authorized by the City. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

6.0 PURCHASE ORDER

1. A Purchase Order will be issued to the Contractor on behalf of the City to organization(s) who will be ordering items/services covered in the contract. Each Purchase Order will cite a specific dollar value to cover a particular item(s) or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th, a second purchase order may be issued.
2. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.
3. Delivery of material and/or services shall not begin until receipt of the Purchase Order and/or other notification(s) by the City Procurement Services Manager.

7.0 MODIFICATION OF CONTRACT

The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

- a. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.
- b. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whosoever shall in any manner or degree modifies or otherwise affects the terms of this contract, including the requirements of the specifications.

8.0 PROTECTION OF EXISTING FACILITIES

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor or contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

9.0 ITEMS AND SERVICES PROVIDED

Items and services to be provided shall not be limited to the items listed on the bid sheet. Contractor shall agree to provide the City of Sacramento the inspection, servicing, maintaining and repairing of City of Sacramento car and truck washes, including steam cleaning equipment, high pressure washers and the collection and removal of debris from various sumps including disposal of debris collected from sumps as required. All services and repairs shall be performed in accordance with the manufacturer's recommendations and/or industry standards. The provisions of this contract shall in no way prohibit the City from making a purchase for the same services listed herein from other suppliers.

10.0 DISMISSAL OF UNSATISFACTORY EMPLOYEES

The Contractor shall only furnish employees who are competent and skilled to work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

11.0 COMPLIANCE WITH OSHA

The Contractor shall be responsible for strict compliance with all requirements of the California Occupational Safety and Health Act (OSHA), which are applicable to the work to be accomplished pursuant to this contract. OSHA shall be construed to include, but not be limited to, all applicable safety orders issued by the Division of Industrial Safety, State of California. In the event the Contractor, or any of his employees, shall observe any violation of OSHA in or on the premises on which the Contractor is to perform work pursuant to this contract, the Contractor shall immediately give written notice to the City of such violation.

12.0 DEFAULT BY CONTRACTOR

In case of default by the Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby.

13.0 QUALIFICATION OF CONTRACTORS

All Contractors must submit a list of similar contracts that they have performed or are currently performing. Please include the company name, address, telephone number, contract dates and the name of a contact person(s).

14.0 SITE VISITS

Bidders are urged to visit the various sites where services are to be performed and familiarize themselves with any and all conditions that might affect pricing. Failure to do so shall not relieve the bidder of their responsibility for the prices quoted. Bidders should contact, Steve Barker, (916) 808-6289 to schedule an appointment.

15.0 TECHNICAL SPECIFICATIONS

This specification describes the inspection, servicing, maintaining and repairing of City of Sacramento car and truck washes, including steam cleaning equipment, high pressure washers and the collection and removal of debris from various sumps, including disposal. All services and repairs shall be performed in accordance with the manufacturer's recommendations and/or industry standards.

16.0 LOCATIONS AND MANUFACTURER OF CAR AND TRUCK WASHES

- a. **Location:** **Joseph E. Rooney Police Facility**
 5303 Franklin Boulevard
 Sacramento, CA 95820
- Manufacturer:** Car Wash - N/S Corporation Model SYS-2900
 Liquid Recovery - Liquid Recovery Corporation
 Model WRS-0610
 Rinse Booster Pump Station - N/S Corporation

- b. **Location:** **William J. Kinney Police Facility**
Sacramento, CA 95838

Manufacturer: Car Wash - N/S Corporation Model SYS-2900
Liquid Recovery - Liquid Recovery Corporation
Model WRS-0610
Rinse Booster Pump Station - N/S Corporation

- c. **Location:** **City of Sacramento Corporate Center South**
5730 24th Street
Sacramento, CA 95822-3699

Manufacturer: Car/Truck Wash - N/S Corporation Model CTV-500
Liquid Recovery - Liquid Recovery Corporation
Model WRS-3010
Rinse Booster Pump Station - N/S Corporation

- d. **Location:** **Meadowview Service Center**
2812 Meadowview Road

Manufacturer: American Cleaning Technologies Touch less truck wash
American Cleaning Technologies Car Wash
Car wash BIO-25R-0M10
Recycler MI-T-M35E
Cabinet washer Kenitico K60 Water conditioner

- e. **Location:** North Area Corporation Yard
918 Del Paso Road

17.0 CONTRACTOR RESPONSIBILITIES

- a. Perform preventative maintenance services on a regular schedule every 30 days
 - 1. N/S Corporation Model SYS-2900
 - 2. N/S Corporation Model SYS CTV-500-2

- b. Water recovery system (WRS), inspection maintenance shall be performed every 90 days.
 - 1. N/S Corporation Model SYS-2900 and Model SYS CTV-500-2.

- c. Contractor will perform inspections and provide documented reports on a regular schedule every 30 days.
 - 1. N/S Corporation Model SYS-2900 and Model SYS CTV-500.

(a) All brushes and scrubber curtains shall be checked for wear and overall condition.

(b) Machines overall operating condition including quantity of sediment in sump pits and separation tanks shall be checked.

(c) Contractor shall provide a written inspection information report to the City of Sacramento Fleet Management Division along with any recommendations and their respective estimated costs.

- d. Contractor will perform emergency repairs as requested and will provide an estimate prior to performing repairs.

Timely response times and performing services and repairs in a timely manner is critical to the award and maintenance of this agreement. Failure to meet response times and performing services and repairs in a timely manner shall be grounds for termination of this contract.

1. Response Time

Contractor shall respond within 4 working hours of notification for an emergency repair. Emergency repair is when the car / truck wash is not operational and/or a sump is overflowing. Car / truck wash system shall be operational within forty eight (48) hours unless there is an issue getting appropriate replacement parts. City staff shall be advised immediately if there is an issue obtaining appropriate parts.

2. Quality of replacement parts and materials

Contractor shall use only replacement parts and component assemblies of highest quality available as recognized by the industry.

18.0 CONTRACTOR RESPONSIBILITY - PREVENTIVE MAINTENANCE - N/S CORPORATION MODEL STS-2900

18.1. Maintain all motor reducer units as prescribed in motor catalogs. Maintain pumps as prescribed in pump catalogs. Maintain pump and motors as prescribed in pump and motor catalogs.

18.2 Inspect and tighten all nuts, bolts and set screws.

18.3 Grease fittings shall be checked and lubricated as required. Check bearings for free movement and replace as necessary.

- The six arm mount bearings that support the brush and scrubber arms. Check bearing bolts for tightness.

- The two camber arm bearings for drive scrubber. Check bearing bolts for tightness.

18.4 Check for loose bearing and binding bearing bolts. Check all electrical components for moisture and corrosion to prevent premature failure of electrical parts.

NOTE: Before doing any electrical work on the system, deactivate unit by turning the safety lock control breaker located on front of the panel box to off position.

18.5 Inspect, clean, and replace as necessary all placards and operator control sign safety signs. All signs shall be readable.

19.0 CONTRACTORS RESPONSIBILITY - PREVENTIVE MAINTENANCE - N/S CORPORATION MODEL SYS CTV-500

19.1. Maintain all motors, reducer units as prescribed in motor catalogs. Maintain pumps as prescribed in pump catalog. Maintain pump motors as prescribed in pump motor catalogs.

19.2. Tighten all nuts, bolts and set screws.

19.3 Lubricate grease fittings and inspect all bearings for free movement

- The six arm mount bearings support the brush and scrubber arms. Check bearing bolts for tightness.
- The two camber arm bearings are used to drive the scrubber. Check bearing bolts for tightness.

19.4 Inspect seals on gear boxes for scrubber curtains for any visible leakage. Check oil level in gear box. Change the oil in the gear box every 3 months. Refill gear box and replace with appropriate oil.

19.5 All electrical components are subject to damaging moisture and corrosion. To prevent premature failure of electrical parts, the factory recommends spraying a nonconductive water displacing solution in all junction boxes, motor terminal blocks, and activator wand terminals and on all components in the electrical panel box. All electrical parts are sprayed with a moisture displacing compound at the factory and are ready for operation. Electrical parts should be coated or sprayed at the end of three months following the initial startup of the system and every six months thereafter. Use CRC Chemical Co. Spray No. 02005, or equivalent.

NOTE: Before doing any electrical work on the system, deactivate unit by turning the safety lock control breaker located on front of the panel box to off position.

19.6 Inspect, clean and replace as necessary all placards and operator control sign safety signs. All signs shall be readable.

20.0 CONTRACTOR RESPONSIBILITY - WATER RECOVERY SYSTEM

20.1 Vehicle Wash Bay

The vehicle wash bay should be checked for foreign objects and debris. Check the bay's trench for sand and check the sand trap in the bay to insure sure that it is not filled up with sand to the point that it prevents gravity drainage to the first sump pit in the Water Recovery System. Check at every 60 day maintenance visit and include findings in documented report.

20.2 Sump Pits

The first sump pit is the oil separator pit which will retain most of the oil in floatation and will require periodic skimming. The second sump pit, the clarifier pit, houses the transfer pump motors. Both pits should be checked periodically to be sure that they do not fill up with sand. Check the pits and if there is more than 1 foot of dirt in the pits, clean them out. Check at every 60 day maintenance visit and include findings in documented report.

20.3 Filter Basket(s)

These basket(s) shall be checked to see if they are full. Pull them out of the pits and dump the debris into a trash receptacle. Check at every 30 day maintenance visit and include findings in documented report.

20.4 Transfer Pump System

There may be 1 or 2 pump(s) depending on the size of the system. These pump(s) are housed in filtration cage(s). The filtration cage(s) also act as location stand(s). Unplug the pumps and clean the filter cage(s) as necessary. Check at every 60 day maintenance visit and include findings in documented report.

20.5 Continuous Flow Valve(s)

Be sure that these valve(s) are left half open when the system is operational. Close only when working on the transfer pumps, cleaning out the pits, or working on the console pump motor. The purpose of these valves is to keep the water continually circulating to keep the sludge from collecting in the bottom of the tank and the water from becoming stagnant preventing algae build up. Check every at 30 day maintenance visit and include findings in documented report.

20.6 Tank Sediment Basket

The hose lines from the tank(s) can drain back into the car wash bay itself or into the sediment tank filtration basket. This basket shall be at cleaned at every 30 day maintenance visit.

20.7 Tank Shut Off Valve

This valve should be open at all times when the system is operating. If any work is to be done on the console or when cleaning the in-line filter, shut the tank valve off. Remember to open prior to reactivating the system.

20.8 In-Line Filter

This filter shall be cleaned and or replaced as required every 30 days.

20.9 Pac Discharge Valve

This valve should be opened when the system is on (both green lights on). Keep the valve open for 20 to 30 seconds to discharge the debris that has gathered in the Pac chamber. This discharge goes to the floor. Then shut the valve off.

20.10 Console Control Panel

The console control panel has the main Water Recovery shut off switch, indicating lights, and test and reset buttons. The inside door has the complete schematic showing how all the wiring internally is made and what terminals are used for the incoming power and the incoming 24 volt activation signal.

20.11 Console Pressure Meter

This pressure is an easy visual guide to how the system is performing. If pressure is above the red line, it means the system is operating satisfactorily. If the system pressure continually drops over consecutive days of operation, check to see if the in-line filter needs cleaning or if there is any clogging before or leading to the pump or if there are major leaks in any wash piping such as missing nozzles.

20.12 Tanks and fittings

Shall be inspected for leaks and report any problems and associated estimated for repairs.

20.13 Inside Console

For inside the console maintenance, remove console housing to access the following internal low maintenance items:

20.14 Motor

The electric motor requires lubrication every 6 months. Grease the bearings as indicated on the lubrication sticker affixed to the motor. **NOTE: Motors without grease fittings do not require lubrication.**

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- 20.15 Pump - The pump is provided with an oil chamber which is to lubricate the face of the mechanical seal. Check the oil level every 3 months and refill the cavity as needed with SAE No. 30 W oil.
- 20.16 Coupling – inspect and advise.
- 20.17 Pressure Switch – inspect and advise.
- 20.18 Particle Accelerator – inspect and advise.
- 21.0 CHECK LIST - N/S CORPORATION MODEL SYS-2900 AND N/S CORPORATION MODEL SYS CTV-500
- 21.1 Check Brush Drives and Brush Arm Movement.
- Be sure the arm mount bearing bolts are tight and the arms move freely. Lubricate if necessary.
- 21.2 Check Brush Motors.
- Be sure all motor mount bolts are tight and motors are not leaking oil excessively. Oil seepage should be wiped off periodically to prevent it from getting into the brush or on the vehicle and repaired as necessary
- 21.3 Visually Check Brush Pads.
- If a pad is missing or worn it should be replaced immediately.
- 21.4 Visually Check Brush for Entangled Objects.
- Remove objects entangled in a brush can.
- 21.5 Visually Check All Plumbing Lines.
- Missing nozzles should be replaced immediately. Plugged nozzles shall be cleaned and or replaced.
- 21.6 Check All Flexible Electrical Wiring and Plumbing.
- Be sure no lines(s) are in a position to rub during machine operation.
- 21.7 Vent Plugs and Weep Holes.
- Inspect
- 21.8 Inspect all placards, operator control signs and safety signs. All signs shall be clean and readable. Replacement placards shall be installed for all unreadable, damaged and/or missing signs.

22.0 CHECK LIST - N/S CORPORATION MODEL SYS-2900 AND
N/S CORPORATION MODEL SYS CTV-500
PREVENTIVE MAINTENANCE - N/S CORPORATION MODEL STS-2900

- 22.1 Maintain all motor reducer units as prescribed in motor catalogs. Maintain pumps as prescribed in pump catalog. Maintain pump motors as prescribed in pump motor catalogs.
- 22.2 Tighten all nuts, bolts and set screws. Check monthly.
- 22.3 Grease fittings are pre-lubricated and sealed at the factory. It is recommended that all bearings be checked for free movement prior to startup of equipment.
- The six arm mount bearings support the brush and scrubber arms. Check bearing bolts for tightness.
 - The two camber arm bearings are used to drive the scrubber. Check bearing bolts for tightness.
- 22.4 All electrical components are subject to moisture and corrosion. To prevent premature failure of electrical parts, the factory recommends spraying a nonconductive water displacing solution in all junction boxes, motor terminal blocks, and activator wand terminals and on all components in the electrical panel box. All electrical parts are sprayed with a moisture-displacing compound at the factory and are ready for operation. Electrical parts should be coated or sprayed at the end of three months following the initial startup of the system and every six months thereafter. Use CRC Chemical Co. Spray No. 02005, or equivalent.

NOTE: prior to performing any electrical work on the system, deactivate unit by turning the safety lock control breaker located on front of the panel box to the off position.

- 22.5 Review the SYS-2900 Manual carefully as it is important to know the general working of a machine to facilitate overall good maintenance and proper operating of the unit.
- 22.6 Inspect all placards, operator control signs and safety signs. All signs shall be clean and readable. Replacement placards shall be installed for all unreadable, damaged and/or missing signs.

23.0 PREVENTIVE MAINTENANCE - N/S CORPORATION MODEL SYS CTV-500

- 23.1 Maintain all motor reducer units as prescribed in motor catalogs. Maintain pumps as prescribed in pump catalog. Maintain pump motors as prescribed in pump motor catalogs.
- 23.2 Tighten all nuts, bolts and set screws.

- 23.3 Grease fittings are pre-lubricated and sealed at the factory. It is recommended that all bearings be checked for free movement prior to startup of equipment.
- The six arm mount bearings support the brush and scrubber arms. Check bearing bolts for tightness.
 - The two camber arm bearings are used to drive the scrubber. Check bearing bolts for tightness. It is important to note that loose bearing bolts can cause machine damage and bearings which are binding can cause severe damage. Daily checks of the bearing points are recommended.
- 23.4 On a Weekly Basis: Check seals on gearboxes for scrubber curtain for any visible leakage. Check oil level in gearbox monthly. Change the oil in the gearbox every 3 months. Do not overfill gearbox. Use 90W gear oil to replenish or manufacturer's recommendations.
- 23.5 All electrical components are subject to damaging moisture and corrosion. To prevent premature failure of electrical parts, the factory recommends spraying a nonconductive water displacing solution in all junction boxes, motor terminal blocks, and activator wand terminals and on all components in the electrical panel box. All electrical parts are sprayed with a moisture displacing compound at the factory and are ready for operation. Electrical parts should be coated or sprayed at the end of three months following the initial startup of the system and every six months thereafter. Use CRC Chemical Co. Spray No. 02005, or equivalent.
- NOTE: Before doing any electrical work on the system, use appropriate lock out tag out procedures.**
- 23.6 Review the CTV-500 Manual carefully as it is important to know the general working of a machine to facilitate overall good maintenance and proper operation of the unit.
- 23.7 Inspect all placards, operator control signs and safety signs. All signs shall be clean and readable. Replacement placards shall be installed for all unreadable, damaged and/or missing signs.
- 23.8 Pump - The pump has an oil chamber that lubricates the face of the mechanical seal. Inspect the oil level every 30 days and refill the cavity as needed with SAE 30 oil.
- 23.9 Pressure Switch - Item should not require maintenance.
- 23.10 Particle Accelerator - Item should not require maintenance.
- 23.11 Recommended Maintenance Instructions

Each console comes with its easy to read maintenance instructions permanently affixed to the housing.

24.0 THE MEADOWVIEW CITY SERVICE CENTER SCOPE

Meadowview has an operational Vehicle Wash Facility. The Wash Facility includes a Steam Bay. Cleaning of the Fleet Steam Bay is not included in this specification. In order to keep this car / truck wash facility operational, it is necessary that the wash rack surfaces, troughs and sumps be cleaned and all solids, debris and visible trash be removed. Each sump vault holds approximately 200 gallons.

1. Fleet Steam Bay #1 - This is located between Wash Bay# 2 and the Equipment Room.
2. Heavy Duty Truck Wash Bay #2 - The Heavy Duty Truck Wash is located between the Fleet Steam Bay and the Light Duty Vehicle Wash. Heavy duty and large vehicles use the automated high-pressure drive through wash facility to clean daily dirt and debris from their vehicles.
3. Light Duty Vehicle Wash Bay #3 - The Light Duty Vehicle Wash is located between the Heavy Duty Vehicle Wash and the Refuse Truck Clean-Out Bay. Light duty vehicle operators use the automated drive through wash facility to clean daily dirt and debris from their vehicles.
4. Refuse Truck Clean Out Bay #4 - The Refuse Truck Clean-Out Bay is located on the South end of the Wash Facility. Refuse truck operators wash out the inside of collection body vehicles of residential and commercial refuse on a daily basis. Street sweeping equipment also cleans out a mixture of sand and dirt on a daily basis from the inside of their hoppers.

24.1 Tasks - All grate covers, primary screens over sumps and water troughs shall be removed for debris cleaning, and solids removal. All surface areas including entrance and exit aprons shall be pressure washed; all debris shall be cleaned up and removed including all visible trash.

24.2 Capabilities - The Contractor and/or subcontractor awarded this contract shall have the tools and equipment to perform cleaning of wash rack surfaces, troughs, solids removal, transporting and disposal. Equipment and tools such as shovels, brushes, and a vacuum truck for removal of solids from sumps and a high-pressure water system for cleaning are required.

24.3 Emergency Call Out - Contractor shall respond within 4 hours of notification. Call out shall include minimum charges and per gallon cost for pick up, transport, and disposal of solids and debris collected.

24.4 Permit - The awarded vendor or their subcontractor shall be permitted for disposal of Solids Discharge at a Sacramento Regional County Sanitation District facility. The contractor or subcontractor shall provide the city with a copy of said permit.

25.0 CONTRACTOR RESPONSIBILITIES

The following is a list of frequencies. Frequencies can change depending on time of year, facility usage and conditions.

- 25.1 **Heavy Duty Truck Wash Bay #2** - Clean the wash rack surfaces, troughs and sumps, including the removal and disposal of all debris and solids weekly including any visible trash.
- 25.2 **Light Duty Vehicle Wash Bay #3** - Clean the wash rack surfaces, troughs and sumps including the removal and disposal of all debris and solids weekly including any visible trash.
- 25.3 **Refuse Truck Clean Out Bay #4** - Clean the wash rack surfaces, troughs and sumps including the removal and disposal of all debris and solids weekly including any visible trash.
- 25.4 **Bin Maintenance Wash Out Area** - Clean troughs including the removal and disposal of all debris and solids every two (2) weeks including any visible trash.
- 25.5 **BIO-254-0M10 Recycler** - Shall be checked twice monthly, check mud level and drainage, check 200 gallon tank and clean as necessary, Flush dump valves, check controls and float switches. Check peristaltic pump, mazzi injector, clean filters as required check level of Microorganisms (Busy Bugs) and replace as needed.
- 25.6 **Mi -T M35e Parts Cabinet Washer** - One is located at the Meadowview Shop and one is located at NACY Shop - service shall be monthly. Check door safety switches, grease table bearing clean nozzles, check cleaning chemicals and add as required (Ph level 12), and clean basket filter. Transfer and dump dirty water into bay number one.
- 25.7 **Kenitico K60 Water Conditioner** - Add salt as required and check operation monthly.

26.0 ADDITIONAL ITEMS TO BE INSPECTED AND MAINTAINED (MONTHLY)

- 26.1 Maintain all electrical, hydraulic motors, reducer units, relays, control modules. Maintain pump motors as prescribed in pump motor catalogs. Inspect pumps for leaks and abnormal operation
- 26.2 Tighten all nuts, bolts and set screws.
- 26.3 Check all bearings for free movement prior to startup of equipment. Inspect oil level in gear box. Change the oil in the gear box every 3 months. Do not overfill gear box. Use appropriate oil to replenish per manufacturer's recommendations. Contractor **is responsible supplying oil and for proper disposal of all used / drained oil.**

- 26.4 All electrical components are subject to damaging moisture and corrosion. To prevent premature failure of electrical parts, the factory recommends spraying a nonconductive water displacing solution in all junction boxes, motor terminal blocks, and activator wand terminals and on all components in the electrical panel box. All electrical parts are sprayed with a moisture displacing compound at the factory and are ready for operation. Electrical parts should be coated or sprayed every six months following using CRC Chemical Co. Spray No. 02005, or equivalent.

NOTE: Before doing any electrical work on the system, utilize appropriate lock out procedures.

- 26.5 Inspect all placards, operator control signs and safety signs. All signs shall be clean and readable. Replacement placards shall be installed for all unreadable, damaged and/ or missing signs.
- 26.6 Inspect all hydraulically operated water spinners and spray nozzles including operation, and replace as necessary. Inspect brushes and curtains and replace as necessary. Inspect all swivels and shut off valve for leaks. Repair or replace as necessary.

26.7 North Area Corp Yard

Clean the wash rack surfaces, troughs and sumps including the removal and disposal of all debris and solids monthly as determined by City staff, including any visible trash.

Inspect overall operating condition including quantity of sediment in sump pits and separation, including removal sediment and disposal of noticeable trash.

27.0 MAINTENANCE OF HIGH PRESSURE WASHERS AND STEAM CLEANERS.

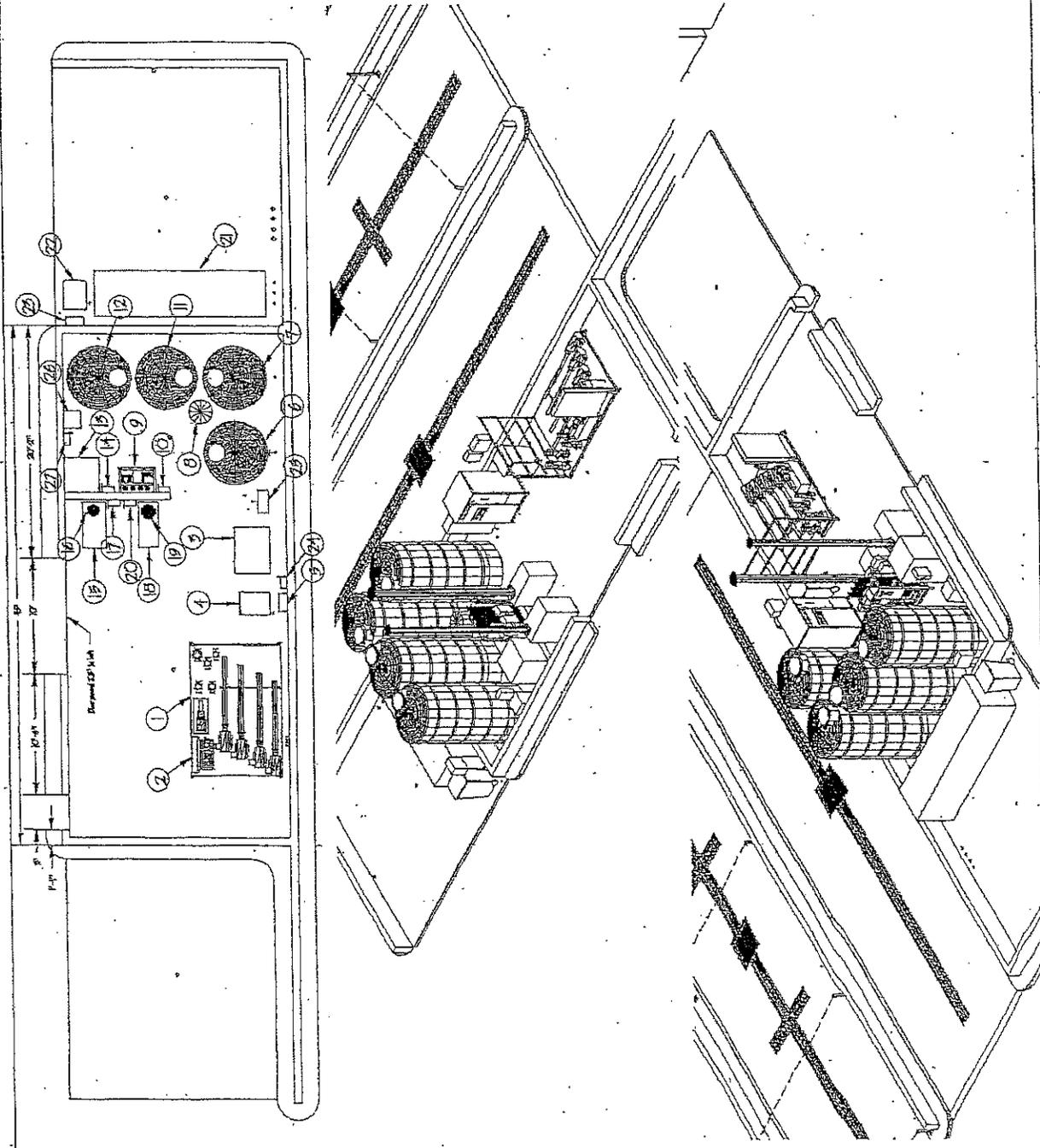
- 27.1 Inspect steam cleaner units and high pressure washers on a monthly basis (All locations).
- 27.2 Test for proper operation, inspect hose and wand for wear and replace/repair as necessary. Inspect safety systems. Check maximum pressure settings and reset to specifications as necessary. Inspect oil burner assembly if applicable and make repairs as necessary. All repairs shall be approved by City staff prior to commencing repairs.

APPENDIX A

EQUIPMENT ROOM LAY-OUT
 City of Sacramento
 Redwelder Service Complex
 April 7, 2008

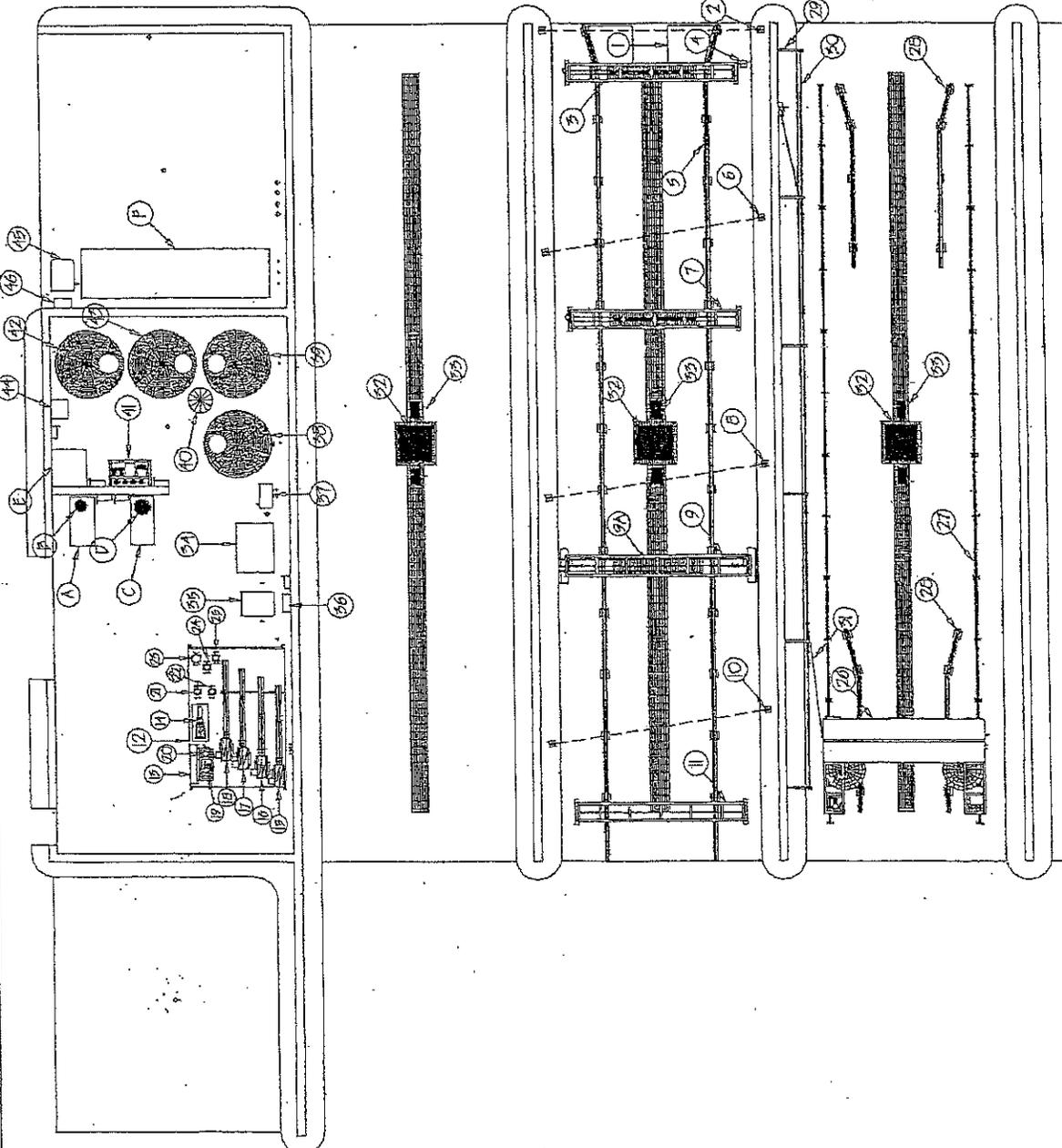
EQUIPMENT LIST

- 1 1500 gallon wash water reclaim tank
- 2 1500 gallon wash water reclaim tank
- 3 2000 gallon wash water reclaim tank
- 4 Hot water heater
- 5 Hot water heater
- 6 2,500 gallon wash water reclaim tank
- 7 2,500 gallon wash water reclaim tank
- 8 2,500 gallon wash water reclaim tank
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SCALE	AS SHOWN	PROJECT NO.	100-100000-001
PROJECT	REDAWELDER SERVICE COMPLEX	CLIENT	CITY OF SACRAMENTO
DESIGNER	AMERITECH CLEANING TECHNOLOGIES, INC.	LOCATION	SACRAMENTO, CA
PROJECT MANAGER	AMERITECH CLEANING TECHNOLOGIES, INC.	DATE	APR 08
PROJECT ENGINEER	AMERITECH CLEANING TECHNOLOGIES, INC.	DATE	APR 08
PROJECT ARCHITECT	AMERITECH CLEANING TECHNOLOGIES, INC.	DATE	APR 08
PROJECT CONTRACTOR	AMERITECH CLEANING TECHNOLOGIES, INC.	DATE	APR 08

CITY OF SACRAMENTO CORPORATE YARD	
EQUIPMENT LOG	
SUPPLIERS TO ACT	
1	Stainless Steel Slid Plates
2	Slid Arch Infra-red Sensor
3	Slid Arch Infra-red Sensor
4	Red Arch Traffic Light
5	Full Length Guide Roll, Top of A.F.F.
6	Slid Arch Infra-red Sensor
7	Slid Arch Infra-red Sensor
8	Slid Arch Infra-red Sensor
9	Slid Arch Infra-red Sensor
10	High Pressure Chemical Wash with 16 nozzles
11	Slid Arch Infra-red Sensor
12	Slid Arch Infra-red Sensor
13	Touchless Drive-Thru Pump, Skid
14	High Pressure Chemical Wash with 16 nozzles
15	High Pressure Chemical Wash with 16 nozzles
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