

Meeting Date: 3/19/2013

Report Type: Consent

Report ID: 2013-00035



City Council Report

915 I Street, 1st Floor

www.CityofSacramento.org

Title: Contract Award: Residual Solids Dewatering Services for E.A. Fairbairn and Sacramento River Water Treatment Plants

Location: Citywide

Issue: As part of the Drinking Water Treatment Plants Rehabilitation Project, temporary residual solids dewatering services will be required into 2015, when it is anticipated the permanent facilities will be completed.

Recommendation: Pass a Motion awarding a contract for Residual Solids Dewatering Services to Synagro West, for a term extending through 2015, and for a total amount not to exceed \$2,437,747.00.

Contact: Craig Chalmers, Senior Engineer, (916) 808-1418, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Plant Svcs Administration

Dept ID: 14001211

Attachments:

1-Description/Analysis

2-Background

3-Location Map WTPs and Intakes

4-Exhibit A - Unexecuted Non-Professional Services Agreement_Synagro West 3 1 13

5-Exhibit B - Invitation for Bid IFB #B13141111005

6-Exhibit C - Addendum 1 for IFB #Bid 13141111005

7-Exhibit D - Synagro Bid Submitted February 13, 2013

8-Exhibit E - Bio-Nomic Bid Submitted February 13, 2013

9-Exhibit F - Spiess Const. Bid Submitted February 13, 2013

City Attorney Review

Approved as to Form

Joe Robinson

3/7/2013 1:23:29 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt

Russell Fehr

2/20/2013 12:00:21 PM

Approvals/Acknowledgements

Department Director or Designee: Dave Brent - 3/6/2013 8:18:06 AM

Description Analysis

Issue: A key component of the City's drinking water treatment plants rehabilitation project consists of constructing permanent mechanical residual solids drying facilities. The permanent dewatering facilities will utilize centrifuge dewatering drying processes. During construction of the permanent facilities, temporary residual solids dewatering services by a Solids Dewatering Contractor will be needed at both plants. This will require the use of temporary dewatering drying services from 2013 to 2015, when it is anticipated the permanent facilities will be completed.

Policy Considerations: The Project, which provides needed services for a reliable drinking water supply, is consistent with City's General Plan policy of funding the infrastructure necessary to provide and maintain adequate utility services.

Economic Impacts: Not Applicable

Environmental Considerations: The production, handling, and disposal of residual solids is an ongoing activity at the drinking water treatment plants. The disposal of the residual solids is an activity regulated by permit requirements of the California Regional Water Quality Control Board (CRWQCB), and by Title 27 of the California Code of Regulations (CCR). The Community Development Department, Environmental Planning Services has reviewed the proposed agreement and has determined that the services are exempt from the California Environmental Quality Act (CEQA), under Section 15061(b)(3) of the CEQA Guidelines. Section 15061(b)(3) sets forth the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the dewatering services agreement in question may have a significant effect on the environment, the service is not subject to CEQA. The agreement would not result in any permanent improvements, nor in any substantial change in the existing plant operations and processes.

Sustainability: The City's residual solids are classified as a designated waste and are not considered an industrial, municipal, or residential waste. Because of the designated waste classification, the residual solids, once dried, can be beneficially used at landfill sites. The City currently uses Yolo County Landfill for disposal of its dried residual solids.

Commission/Committee Action: Not Applicable

Rationale for Recommendation: The Department advertised for bids on January 18, 2013 and opened three bids on February 13, 2013. The lowest responsible and responsive bidder was Synagro West.

Financial Considerations: This report recommends award of a contract to Synagro West for Residual Solids Dewatering Services until the permanent dewatering facilities are completed in 2015. The estimated annual amounts for years 1 through 3 and the total agreement amount are as follows:

	Year 1 2013	Year 2 2014	Year 3 2015	Total Agreement Amount
Annual Estimated Solids Produced	3,100 dry tons	3,100 dry tons	700 dry tons	-
Annual Dewatering Services Total	\$1,017,193	\$1,025,296	\$395,258	\$2,437,747

Sufficient funds are currently available in the Department of Utilities, Plant Services, Fiscal Year (FY) 2012/13 Water (6005) Operating budget to fund the dewatering services for the remainder of the fiscal year, which is estimated to be \$350,000 or less. Payments in future fiscal years will be made from the budgets approved for those fiscal years. It is anticipated that future year payments will be made jointly from the Water (6005) operating budget and the City's bond-financed Water Treatment Plants Rehabilitation Project (Z14006000). It is anticipated that the Operating budget will be responsible for \$240,000/year and the Water Rehabilitation Project the remainder. Once permanent dewatering facilities are completed by the Rehabilitation Project, no additional dewatering services of this nature will be needed.

Emerging Small Business Development (ESBD): Synagro West is not certified as an emerging or small business enterprise firm.



Background

The Department of Utilities, Plant Services Division, Plant Operations Group, operates two drinking water treatment plants. As part of the treatment process, the plants produce a by-product known as residual solids. The Sacramento River Water Treatment Plant (SRWTP) produces approximately 2,200 dry tons of solids/year and the EA Fairbairn Water Treatment Plant (EAFWTP) produces approximately 900 dry tons of solids/year. When the residual solids are dried they are taken to landfill for disposal. Both Plants have normally dried the solids using the natural solar drying process in existing drying lagoons.

The solar drying process is not a predictable process and does not occur during cooler fall, winter, and spring months. The solar process has also had limited success due to increased solids production and the State of California implementation of Waste Discharge Requirement Permit (WDR) for the solids. The WDRs require all solids to be taken to landfill and, while at the plant, all solids must be dried and stored inside existing drying lagoons for the months of November to June. The WDRs also require that a minimum 2ft. freeboard remain on all lagoons, which cannot always be met.

Starting in 2013, each plant, as part of the Drinking Water Treatment Plants Rehabilitation Project, will be constructing permanent mechanical residual solids drying facilities. The permanent dewatering facilities will utilize centrifuge dewatering drying processes. During construction of the permanent facilities, temporary residual solids dewatering services by a Solids Dewatering Contractor will be needed at both plants. Because of the Rehabilitation Project and the State WDRs, both plants will be attempting to operate much of the time with only one residual solids handling lagoon. This will require the use of temporary dewatering drying services from 2013 to 2015, when it is anticipated the permanent facilities will be completed.

During the contract period, the contracting service will be required to provide, at each plant, fully functional, fully operational, self-contained, solids dewatering drying unit(s), with all necessary pumps, storage/mixing tanks, and support equipment. For EA Fairbairn WTP, the contractor will be required to use a centrifuge, and at Sacramento River WTP the contractor will be required to use a centrifuge or a Belt Press. The contractor will provide qualified operational staff for each plant, to operate the solids dewatering unit(s), and all support equipment.

Bid Analysis and Results

Three Bids were received by the City Clerk on February 13, 2013 @ 2pm. Those three bidders are as follows:

1. Synagro West, LLC, 3845 Bithell Lane Suisun City, CA 94585
Contact: John Pugliaresi, cell 650-333-0729.
2. Bio-Nomic Services, Inc., 516 Roundtree Road, Charlotte, NC 28217
Contact: Joel Coert, cell 704-904-9704.
3. Spiess Construction Co., Inc./Karl Needham Ent., PO Box 2849, Santa Maria, CA 93457
Contacts: Scott Coleman, cell 805-937-5859/Karl Needham cell 209-301-0820

Residual Solids Dewatering Services Bid Totals As Received on February 13, 2013

Bidder	Year 1 2013	Year 2 2014	Year 3 2015	Total Bid Amounts
Synagro West, LLC	\$1,017,200.00	\$993,300.00	\$394,776.00	\$2,405,276.00*
Bio-Nomic Services	\$1,237,878.75	\$1,199,878.75	\$408,782.50	\$2,846,539.90*
Spiess Const. Inc.	\$1,315,591.20	\$1,388,791.20	\$489,670.00	\$3,194,052.40*

*All Bidders have minor addition and round off Bid Schedule errors. See below As Evaluated/Actual Results table.

Residual Solids Dewatering Services Bid Totals, Evaluated/Actual Results

Bidder	Year 1 2013	Year 2 2014	Year 3 2015	Total Actual Bid Amounts
Synagro West, LLC	\$1,017,192.62	\$1,025,296.00	\$395,258.00	\$2,437,746.62
Bio-Nomic Services	\$1,247,985.00	\$1,209,985.00	\$410,365.50	\$2,868,327.50
Spiess Const. Inc.	\$1,470,320.00	\$1,443,520.00	\$498,607.50	\$3,412,447.50

Low Bidder: Synagro West. With a Bid Amount of \$2,437,746.62

Synagro West Experience/Past Project Reference Check:

1. Metropolitan Water District, Jensen WTP/Diemer WTP/Skinner WTP
Vera Reickhoff of Metropolitan Water District 909-392-2540
2/19/13 by Craig – Vera confirmed that Synagro performed work at the above WTPs. The work at all was alum sludge hauling. At the Jensen WTP Synagro provided both dewatering equipment, operators, and sludge hauling. Their work at Jensen WTP was from 2005-2009. They provided belt presses, operators, and sludge hauling. They have re-operated the plant to now utilize large drying lagoons for their sludge at Jensen WTP. They did a great job for Met and were very responsive to the needs of the operations group and helped keep the plant in operation during those years.
2. City of Folsom WTP
Vaughn Fleischbein with City of Folsom 916-351-3415

2/19/13 by Craig – Vaughn confirmed Synagro's dewatering work during the Summer of 2011 at their Folsom WTP. Used a centrifuge and process just over 400dts. Dried the sludge to between 20-21% solids. Had some initial mechanical problems with the centrifuge and had to bring in another to replace the original centrifuge and everything worked fine. Their operators were very responsive to the plant operations group.

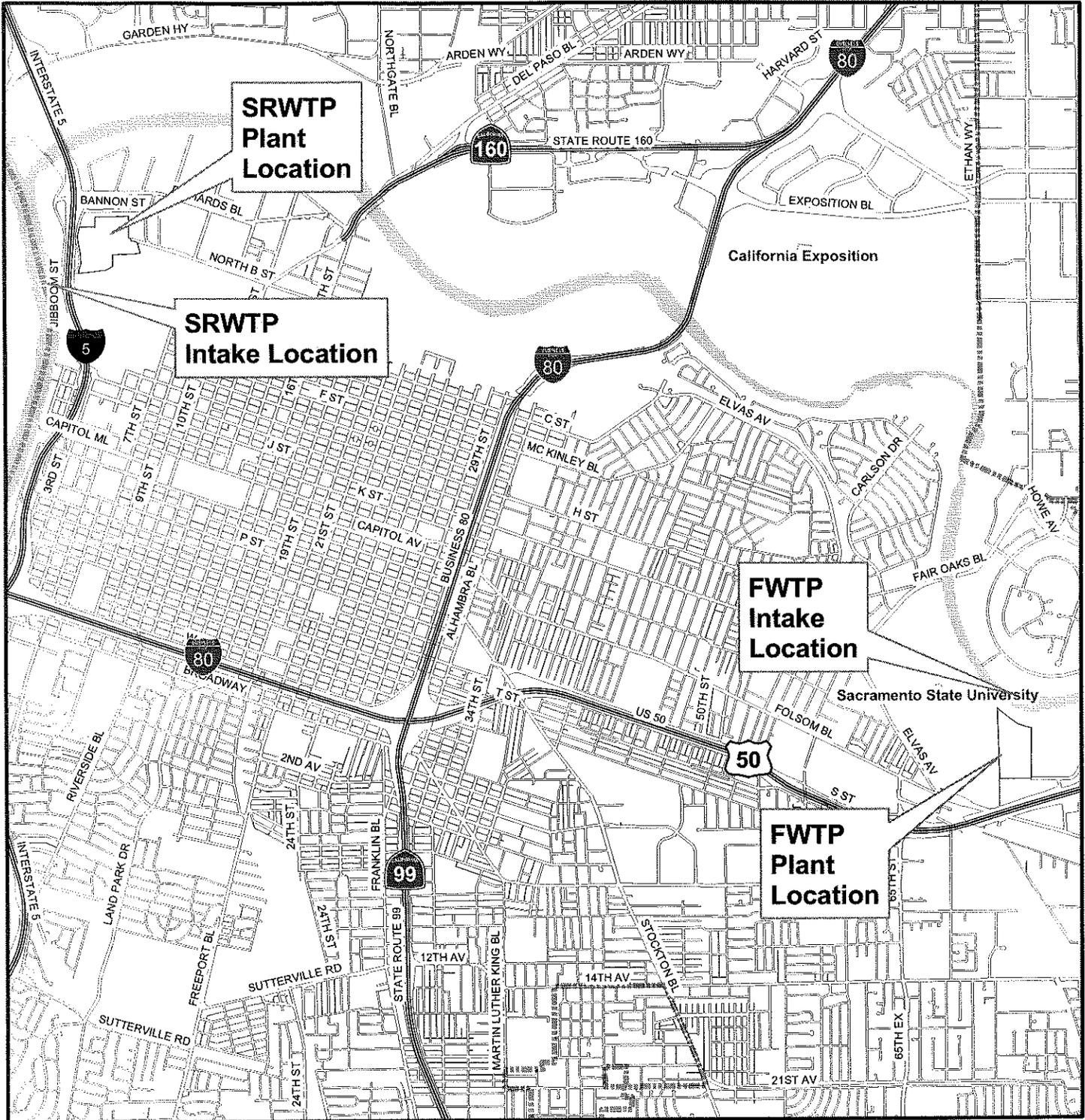
3. Everett WTP

Chris Chesson, City of Everett, Washington 425-257-8878

2/19/13 by Craig – Chris confirmed Synagro's dewatering with the City of Everett between Aug. 2011 and Jan. 2012 of over 1,300 dts of alum sludge at their Everett WTP. Synagro utilized 2 centrifuges(an Alfa Laval and Syntrisis machines) and performed the work over 6 months working 8hr shifts. They averaged just over 20% solids in their dried cake.



SRWTP, 1 Water Street
FWTP, 7501 College Town Drive





PROJECT #: 6005-14001111-433061
 PROJECT NAME: Residual Solids Dewatering Services for EAFWTP and SRWTP
 DEPARTMENT: Utilities
 DIVISION: Plant Services

CITY OF SACRAMENTO
NONPROFESSIONAL SERVICES AGREEMENT

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

Synagro West, LLC
 3845 Bithell Lane, Suisun City, CA 94585
 Phone (707) 438-3730

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

Invitation to Bid	Workers' Compensation Certificate
Instructions to Bidders	Contractor's Bid Proposal Form
Certificate(s) of Insurance	ESBD Program Statement
Drug-Free Workplace Policy and Affidavit	Technical Specifications
Declaration of Compliance (Equal Benefits Ordinance)	
Declaration of Compliance (Living Wage Ordinance)	

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

6. **Living Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements.

7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: John F. Shirey, City Manager

ATTEST:

City Clerk

APPROVED TO AS FORM:

City Attorney

Attachments

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

- Exhibit G - Performance Bond Form
- Exhibit H – Synagro Bid Submitted 2/13/13

CONTRACTOR:

Synagro West, LLC

NAME OF FIRM

76-0612566

Federal I.D. No.

100564215

State I.D. No.

In process

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

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

Signature of Authorized Person

Print Name and Title

Additional Signature (if required)

Print Name and Title

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor:

Synagro West, LLC

Address:

3845 Bithell Lane, Suisun City, CA 94585

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

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
3. If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contract, and pursue all available legal and equitable remedies.
6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.
7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.

8. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

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

Signature of Authorized Representative

Date: _____

Print name: _____

Title: _____

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor:

Synagro West, LLC

Address:

3845 Bithell Lane, Suisun City, CA 94585

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

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

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor 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. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, 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; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each

employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

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

Signature of Authorized Representative

Date: _____

Print name: _____

Title: _____

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Craig Chalmers, DOU, Senior Engineer
301 Water Street, Sacramento, CA 95814
Phone (916)808-1418, Cell (916)826-0513, Fax (916)808-8210, cchalmers@cityofsacramento.org*

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

The CONTRACTOR Representative for this Agreement is:

*John Pugliaresi, Synagro West
3845 Bithell Lane, Suisun City, CA 94585
Phone (707)438-3730, Cell (650)333-0729, jpugliaresi@synagro.com*

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

2. Scope of Services.

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

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

The services described herein shall be provided until the City, in its sole discretion, determines that the new residual solids dewatering facilities are completed and functional. The City estimates that dewatering services will be needed for a period of two years, March 12, 2013 to December 31, 2015. However, due to the unpredictable nature of construction this Agreement shall not exceed a total of five (5) years from date of award.

Attachment 1 to Exhibit A

Scope of Services

Scope of Services

General Requirements

The City of Sacramento operates two drinking water treatment plants. Starting in 2013, each plant will be constructing permanent residual solids processing facilities. These new facilities will utilize centrifuge dewatering processes. Preceding and during construction of the permanent facilities, temporary residual solids dewatering services by a Contractor are needed at both plants. It is anticipated that temporary dewatering services shall be required from mid/late February 2013 to early/mid-2015. During the contract period, the contracting service will be required to provide, at each plant, permanently sited, fully functional, fully operational, self contained, centrifuge solids dewatering unit(s), with all necessary pumps, homogenizing/storage tanks, and support equipment. The Contractor shall for EA Fairbairn WTP use the dewatering process which uses a centrifuge. At Sacramento River WTP use the dewatering process uses a centrifuge or a 3-Belt, Belt Press. The Contractor will provide qualified operational staff for each plant, to operate the centrifuge solids dewatering unit(s), and all support equipment. Scheduled use of a City owned front end loader and forklift at each water treatment plant shall be provided by the City plant operational staff.

The Contractor is required to respond promptly and effectively to any and all of the City's request for dewatering services. The need for dewatering services is not expected to be normally continuous and the City will normally be able to give the Contractor at least a one week notice when dewatering services are needed. However, there may be times and conditions, especially during the winter and spring seasons when river water quality conditions are at their worst, when giving a week notice is not possible. During the periods of October to June, only one sludge lagoon will be available for the operation of E.A. Fairbairn Water Treatment Plant (EAFWTP) and only two sludge lagoons will be available at Sacramento River Water Treatment Plant (SRWTP). Also, because of the construction activities occurring at both plants, lagoon space may be limited and require continuous dewatering.

The City desires to hire a dewatering services Contractor for the ability of the Contractor to operate one or two dewatering units continuously and/or simultaneously. Anticipated timeframe for contracted dewatering services is from February 2013 to February 2015. However, requirement for dewatering services is tied to the construction of the permanent residual solids processing facilities. As such, actual end date for dewatering services will be based upon completion and implementation of the new facilities, which may occur beyond February 2015 due to the unpredictable nature of construction. Contract shall be for a maximum of five years or until the project is completed, whichever comes first

Drinking Water Treatment Plant, General Location Plan and General Site Plans

Find attached to this Bid document a general location plan and a general site plan for both plants.

Dewatering Services Contractor Experience

The Dewatering Services Contractor shall have a minimum of ten years of continuous dewatering services experience. The Contractor shall in the last six years, have at least three or more dewatering services projects at drinking water treatment plant dewatering residual solids. The Contractor must list the total number of years experience and provide dewatering services project details and references for at least three drinking water dewatering service projects that have occurred in the past six years.

Residual Solids/Sludge Quality/Estimated Dewatered Solids Amounts

The residual solids/sludge is generated by the drinking water treatment processes at both SRWTP and EAFWTP. The solids are comprised of water, primary coagulant: aluminum sulfate (alum), sodium hydroxide (caustic soda), coagulant aid: nonionic polymer, sludge aid: anionic polymer, lime residuals, and natural colloidal particles from the Sacramento River at SRWTP and from the American River at EAFWTP.

At SRWTP the City will be performing a temporary test of a different coagulant. That coagulant will be ACH. The ACH could effect the quality and quantity of the sludge which may also effect the quality and quantity of the sludge that the dewatering equipment produces. If the results of the temporary test leads the City to decide on a permanent coagulant change, there maybe the need for the City and the Contractor to re-evaluate and/or re-negotiate of the some of the Contractual requirements of the Dewatering Services that were based upon the use of Alum as a coagulant.

The amounts of residual solids that will be produced is variable for each plant and varies depending upon river water quality factors, what the City water demands are, and which plant is operating. But in general the following estimated dry tons solids (dts) per year can be expected:

SRWTP: 2,200 dts/year
FWTP: 900 dts/year

Five-years of historical dry residuals production rates (1,000 #/day) for both plants has been provided for the period; January 2005-January 2010. See Attachments.

The Dewatering Services Contractor must keep track of the dts/day that the dewatering equipment produces using the following equation:

Dry tons (dts) dewatered = Volume pumped from Sludge Lagoons (gallons) x
[64.2?](lbs/gallon conversion for Alum) x Average % Solids from Sludge
Lagoons / 2,000(lbs/ton)

Dewatering Process Specified for both EAFWTP and SRWTP

At EAFWTP the dewatering process is specified to be that which uses a centrifuge.
The total power availability is now limited to 300A 480VAC 3phase.

At SRWTP the dewatering process is specified to be that which uses a centrifuge or a
3-Belt, Belt Press. The Belt Press will have a single gravity belt section and double
pressure belt section. The decant discharged from the belt press shall pass through a
clarification tank that will effectively remove excess solids and turbidity from the decant
before it is discharged to the sewer. The belt press is required to meet the minimum
20% solids requirement and the maximum 200gpm decant sewer discharge rate. The
total power availability at SRWTP is limited to 125A 480VAC 3phase.

Dewatered Sludge 20% Minimum Dry Solids by Weight Requirement

The dewatering services shall dewater the residual solids/sludge in the sludge lagoons
to a minimum of 20% or more dry solids by weight.

The Contractor will be compositing 24hr, hourly samples, daily for verification of the
20% goal compliance and reporting daily the composite sample results to the City. The
Contractor may desire, on its own accord, to analyze hourly or more frequent samples
for the 20% goal. If the 24hr composite sample is not meeting the 20% goal the
Contractor may utilize the more frequent samples to prove to the City what portion of
the cake was not meeting the 20% goal.

If in the City's opinion, a full good faith effort is being made to achieve the 20%
minimum, including adjusting all processes and equipment, the City may, but shall not
be required to, make full or partial payment, or no payment at all.

The City will use the A&D moisture analyzers to sample and measure the solids
content of the influent slurry, dewatered sludge, and/or cake on a basis as
determined by the City.

Dewatered Sludge Dry Solids Moisture Analyzers

The Contractor shall purchase and provide to the City two moisture analyzers, one
for each plant. The analyzers will be used by the City to analyze the moisture
content of the sludge slurry entering the dewatering equipment and the dewatered
sludge or cake. The moisture analyzers shall be A&D Company, Model MX-50 and
each shall be provided with the AX-MX-39 Dust Cover.

Dewatering Services Work Hours

The dewatering services work is generally expected to occur during the day with 10 hour shifts working 5 days/week. If dewatering requirements are imposed by any sanitary sewer (SS) discharge permit(s) issued by the Sacramento Regional County Sanitation District or by any Waste Discharge Requirements (WDRs) issued by the Regional Water Quality Control Board, or there are needs as otherwise determined by the City, the dewatering service may be required to work more shifts, work at night, and/or work on a 24 hour basis to keep the plants operational and the dewatering services operational. The Contractor shall not be allowed any shift differential or other increased cost of any kind for any such changes.

Yearly Plant Maintenance Outages

Both water treatment plants normally take a two month, staggered, maintenance outage every year. The outages generally start in late November and last through March. This is when maintenance is performed on the plants and other items like dewatering can take place. However due to the sanitary sewer (SS) discharge limits at both plants dewatering decant discharges must be coordinated with maintenance SS discharges to the SS.

The anticipated Outage Schedule for both Plants for early 2013 is estimated to be:

EAFWTP: Late-November 2012 to Mid-February 2013

STWTP: Mid-February 2013 to Late-March/Early-April 2013

The Outages are approximate and may be subject to change at anytime based upon the needs and demands of the City.

Plant Residual Solids Sludge Lagoons

The Contractor will be dewatering the Sludge Lagoons (SL) at each plant. The lagoons are open concrete lagoons. Each water treatment plant has three sludge lagoons. The Contractor will need to be able to dewater solid from any one of these lagoons. However, during the Contract period not every sludge lagoon will always be able to be utilized or require dewatering. At EAFWTP, SL#3 will have the permanent dewatering facility constructed in it starting in mid-year 2013. At both plants, the City's WDRs require that during the winter (Nov 1 thru June 1), the dewatered solids must be stored inside one of the sludge lagoons to prevent runoff to the plant storm sewer system. This will limit the lagoons that the City has available to dewater and operate into to; one sludge lagoon at EAFWTP and two sludge lagoons at SRWTP. This may require the dewatering services to be more frequent or continuous during this period. Also, because of construction activities occurring at both plants lagoon

space may continue to be limited, which shall require continuous dewatering. One of the major reasons the City desires to hire a dewatering services Contractor is the ability of that Contractor to operate one or two dewatering units continuously and/or simultaneously.

The size and approximate volume of the SL lagoons is indicated as follows:

EAFWTP: (3) Sludge Lagoons: 78.5' x 450' Concrete, approximate volume 1.5mg each

SRWTP: (3) Sludge Lagoons: 80' x 400' Concrete, approximate volume: 1.2 mg each

Plant Filter Wash Water Lagoons

At EAFWTP, because of the distance of about 1,200 ft., the Contractor will periodically need to transfer residual solids from the Filter Wash Water (FWW) Lagoons to the Sludge Lagoons. The transfer pump shall be or shall be comparable to a Flygt submersible pump, 10 hp model #NS3127-488. At SRWTP, because of the shorter distance of about 100 ft., this transfer will be facilitated by plant O&M personnel.

The Contractor must provide the pump, controls, hose and connections to make the transfer from both EAFWTP FWW lagoons to the Sludge Lagoons.

The size and approximate volume of the FWW lagoons are indicated as

follows: EAFWTP: (2) FWW Lagoons: 48.5' x 498' Concrete,

approximate volume 1mg each SRWTP: (2) FWW Lagoons: 100' x

240' Concrete, approximate volume: 0.9 mg each

Dewatering Equipment Staging/Setup Areas

For EAFWTP the dewatering equipment staging and setup area shall be the asphalt areas just south of Sludge Lagoons #1 and #2.

For SRWTP the dewatering equipment staging and setup area shall be the inside Sludge Lagoon #2. The Contractor must arrange the dewatering equipment efficiently and efficient manner that minimizes the space utilized as to maximum the space for dewatered solids that will also be normally stored inside the lagoon. The Contractor must install a storm water pump in the sludge lagoon's sump, adjacent to the lagoon's service ramp. This pump will remove storm water from the sludge lagoon and pump it to the adjacent plant storm water pump station.

The Contractor shall provide Straw waddles and maintain them thru out the contract to help keep solids from entering the storm water. The waddles will be used in the area of dewatered solids and in the area of the lagoon's sump.

Sludge Removal from the Sludge Lagoons

For both plants, all dewatering equipment will be permanently staged at the end of the Sludge Lagoons and the accumulated sludge in these lagoons must be fed into the dewatering equipment. The equipment used to feed the accumulated sludge into the dewatering equipment will be some type of dredge or pump capable of operating with and pumping sludge that is generally 2-5% solids and be capable of operation in shallow bodies of water under potentially adverse conditions such as wind and rain.

The completion of the removal of accumulated sludge in a lagoon occurs when a lagoon has less than 6" of sludge remaining on the concrete floor in any one location and the remaining portions of the lagoon have been scraped clean using the City's Front End Loader.

Homogenizing Storage Tank

The Contractor will provide a homogenizing storage tank to feed all pumped accumulated sludge. Polymer addition shall take place in the homogenizing tank. The tank shall have adequate mixers and resident time to allow the polymer to be as effective as possible. The homogenizing tank shall be permanently staged with the dewatering equipment. Flows from the homogenizing tank to the dewatering equipment shall be flow metered, monitored, and totalized. The flows must be reported to the City daily and will be used in the invoicing process.

Polymer for Dewatering Services

Polymers used in the dewatering process shall be National Standards Foundation (NSF) approved for drinking water. All polymers used must be approved by the City. Polymer usage in the dewatering process must be flow metered, monitored, and totalized. The flows must be reported to the City daily and will be used in the invoicing process.

Decant Discharge to Sanitary Sewer Flow Meter Requirements Flow Limit

For both water treatment plants the decant discharge SS flow must be continuously monitored with a flow meter that will continuously record and summarize the following: Daily Totalized Flow, Daily Average Flow, and Daily Peak Flow as well as display current flow. Both plants have a 200 gpm SS Peak Flow Limit so normal decant flows of less than 200 gpm may need to be considered operationally. EAFWTP has additional limits during times of precipitation so the dewatering process may not always be possible during rain events and/or flow restrictions allowing during

nigh off peak times.

Decant Discharge Hose and Hose Protector Ramps

Contractor shall provide the necessary decant discharge hose required to get the decant discharge into the sanitary sewer (SS) system and appropriate hose protector ramps for each Plant. The hose length is approximately 700 ft. at FWTP and approximately 100 ft. at SRWTP. The actual length will vary depending upon the Contractors actual location of the centrifuge and its connection arrangement. Each plant will require 14ft. wide hose protector ramps with H-20 rating capable of supporting the City Front-End Loader and loaded Sludge hauling Tractor Trailer combinations (generally transfers, end dumps, and 10-wheel dumps) which will periodically pass over the hose. Note: The hose protector ramps may have to be large enough to also protect the Contractors electrical feed cable and/or the Influent hose from the City's Lagoons and/or the Contractors Homogenizing tanks.

Electrical Service

The City will provide a ground accessible 480 VAC, 3-phase electrical service to the Contractor at no charge for the service or power cost. However, the Contractor must provide the proper connection(s) or connector(s) and all electrical cabling to the City electrical service for distribution and operation of all dewatering equipment including all centrifuge(s) or belt press and conveyance equipment, homogenizing tank and mixers, and sludge influent pump(s). A separate service will be provided at EAFWTP for FWW Pumping work. Depending upon the Contractors equipment arrangement the electrical service will most likely be close to the Contractors dewatering equipment. The Contractor will want to protect the cable with 10 ft. wide cable protector ramps capable of supporting the City Front End Loader and Sludge hauling Tractor Trailer combinations (generally transfers, end dumps, and 10-wheel dumps) which will periodically pass over the protector ramps when accessing lagoons. The actual distance and number of protectors can be verified at the mandatory pre-bid conference. The maximum electrical service the City can provide at each plant as indicated below:

EAFWTP: 480 VAC 3 PH 300A for Dewatering Services
480 VAC 3 PH 15A for FWW Pumping

SRWTP: 480 VAC 3 PH 125A for Dewatering Services
(No FWW Pumping)

Use of City Loader and Fork Lift for Dewatering Services

Each plant has a John Deer 740, 3 in1 bucketed, front end Loader and a forklift that the Contractor may use periodically for the specific purpose of providing the dewatering services to the City. Front end loader use is expected when stirring and

pushing liquid solids in the lagoons and stacking out dewatered solids in the lagoons. Forklift use is expected when mobilizing equipment, moving equipment, unloading polymer, and final demobilization.

The Contactor must provide operational staff licensed and/or certified in the safe operation of front end loaders and forklifts. Copies of operator licenses and/or certifications must be provided to the City prior to use of equipment. When the Contractor is utilizing this equipment the Contractor is responsible for it and if damaged while in the Contractors use, the Contractor is responsible for timely repair(s) and or replacement. The coordination and scheduling of the equipments use will be scheduled through the City's Operation and Maintenance Staff. Contractor operational staff shall be responsible for thorough cleaning of equipment with fire hose after use, prior to returning it to plant operational staff.

Potable Water

There are potable water sources available at each Plant and at each lagoon. Both EAFWTP and SRWTP have potable water sources at each lagoon. Each potable water source generally has a 2-1/2" fire hose type connection and 1" garden hose type connection with a pressure of about 35-40 psi.

Sanitation Facilities

The Contractor shall provide sanitation facilities, continuously for the Contract duration, for Contractor's operator staff.

Protection of Existing Plant Facilities and Equipment

The Contractor shall take appropriate steps to protect and avoid causing damage to all existing plant facilities, equipment, front end loaders, or forklifts. The Contractor must also avoid causing damage to any other Contractors facilities or equipment that maybe performing work on the plant sites. The Contractor will be required to repair or replace any facilities, equipment, loaders, or forklifts damaged because of Contractor actions or negligence, at no additional cost to the City.

Contractor Dewatering Services Coordination with City

The Contractor shall coordinate the dewatering services work and operation with each plant's operational staff and City's Contract representative. During dewatering operation, the Contactor shall host daily update meetings where operational information, data, problems, and needs can be discussed. Also, mutual sampling may occur for moisture analysis.

City Inspection

The City has the right to inspect and observe, at any time, all aspects of the dewatering services being performed at the plants by the Contractor.

Contractor Safety

The Contractor is responsible for safety, in and around, all provided dewatering equipment, operating or not, used for dewatering service. The Contractor shall have periodic safety meetings concerning the dewatering equipment. All Contractor employees, prior to starting work at any the Plants shall attend a mandatory on-site safety meeting put on by the City for chlorine safety.

Contractor Equipment Maintenance

The Contractor must keep the dewatering equipment fully maintained and ready for reliable continuous operation. Maintenance is important and for this reason maintenance functions shall be scheduled and occur when the need for dewatering services is not operationally needed for the plants. The Contractor must schedule maintenance with the plants operational staff. If there is an equipment breakdown the Contractor must immediately inform the City and take immediate actions to repair the equipment so the plant operation is not affected by the breakdown.

Contractor Housekeeping

The Contractor shall perform general and detailed housekeeping to the dewatering equipment, sanitary facilities, and the plant areas designated and/or used by the Contractor for dewatering service work clean and orderly.

Composite Sampling of Sludge

The Operator will composite hourly influent sludge and dewatered sludge cake. The City and the Operator will meet daily to take and split samples of both. The samples will be tested for % moisture by both and the results will be compared initially. If the results generally compare well, the City may elect to take samples for comparison randomly throughout the Contract.

Daily Operational Data and Information

The Operation Staff shall keep hourly operational logs and records available for inspection at all times by the City. One of the logs will be a daily summary log which shall contain the following information: summarize and totalized flows in/out of the dewatering equipment, % moisture of influent slurry, polymer totalized flows, and % moisture of dewatered cake, calculated dts produced, totalized decant flows to SS, and FWW transfer flows at FWTP. The monthly summary will be included in the monthly payment request to the City.

Plant Security

By requirement of the Federal Government and the City of Sacramento, each water treatment plant site has controlled and secure access points. For this reason, Contractor employees and delivery of any equipment, materials, and process chemicals for the Contractor shall enter the main plant access gates and shall follow the latest plant security protocol as determined and instructed by the plant operations staff.

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 2,437,746.62.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an annual Bid Schedule and Bid Schedule Work Sheet Basis as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from

CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*Department of Utilities, Plant Services Division
1391 35th Avenue, Sacramento, CA 95822
Phone (916) 808-1464, Fax (916) 808-7955
Attn: Alaina Jordan*

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

Attachment 1 to Exhibit B

Fee Schedule/Manner of Payment

Bid Schedule and Bid Schedule Work Sheets

D. SECTION III – BIDDER RESPONSE DOCUMENTS

G. BID SCHEDULE AND BID SCHEDULE WORK SHEETS (PROVIDE WITH BID)

Bidders Name: Synagro West, LLC

The bidder noted above hereby proposes and agrees to furnish any and all required labor, equipment, material, transportation, and services for:

Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants

The Services herein described will be provided, starting in February 2013 and continuously through early to mid-year 2015, unless project is completed early or extended due to unforeseen construction delays, in the City of Sacramento at both the City’s Drinking Water Treatment Plants. Services will be performed in conformity with these specifications and provisions, all as on file in the Office of the City Clerk, at the unit costs shown in the Bid Schedule and Bid Schedule Work Sheets below. (Note: The Summary Bid Schedule is developed by first completing the attached 2013, 2014, and 2015 Bid Schedule Work Sheets. For bidding purposes, please provide a full year’s costs for 2015. The Unit Prices listed by the Bidder for 2013, 2014, and 2015 will be binding for the Contract and its duration. The Bid Totals listed by the Bidder for 2013, 2014, and 2015 are for Bid Evaluation purposes against other Bidders and for a Total Not-to-Exceed Contract Amount).

Summary Bid Schedule

Year	Description	EAFWTP Bid Total	SRWTP Bid Total
2013	Bid Items 1, 2, 3, 4a, 4b, 4c, 4d, 5, 6	544,600.00 544,600.00	472,592.54 472,600.00
2014	Bid Items 2, 3, 4a, 4b, 4c, 4d, 5	562,340.00 532,340.00	460,956.00 460,960.00
2015	Bid Items 2, 3, 4a, 4b, 4c, 4d, 5, 7	217,676.00 217,196.00	177,582.00 177,580.00
SUBTOTALS			

EAFWTP 2013, 2014, and 2015 Bid Total Amount Summary = $\$1,294,136.08$
~~\$1,294,136.00~~

SRWTP 2013, 2014, and 2015 Bid Total Amount Summary = $1,111,130.54$
~~\$1,111,140.00~~

Total Bid and Contract Not-to-Exceed Amount = $2,437,746.62$
~~\$2,405,276.00~~

2013 Bid Schedule, provide this page with Bid							
Bid Item No.	Bid Assumption/Plant	EAFWTP 2013 Unit Cost (By Bidder)	EAFWTP Units	EAFWTP 2013 Bid Cost Total (By Bidder)	SRWTP 2013 Unit Cost (By Bidder)	SRWTP Units	SRWTP 2013 Bid Cost Total (By Bidder)
1-2013	Mobilization for Item 2-2013	\$28,600.00	Once/project	\$28,600.00	\$29,600.00	Once/project	\$29,600.00
2-2013	Monthly Rental for Dewatering Unit & Equip	\$22,000.00	12 months/yr. (Centrifuge)	\$22,000.00	\$20,500.00	12 months/yr. (Centrifuge or Belt Press)	\$240,000.00
3-2013	Polymer Cost	\$15.60s or S/(lb.)	900 dts/yr. x 40lbs/dts	\$57,600.00	\$15/25s or S/(lb.)	2,200 dts/yr. x 20lbs/dts	\$55,000.00
4a-2013	Operator: Mobilization/ Demobilization	\$200.00/mob	3 mobs/de x 12mo/yr.	\$7,200.00	\$200.00 (Emob.)	3 mobs/de x 12mo/yr.	7,200.00 \$7,200.00
4b-2013	Operator: Inclusive Operational Hourly Fee	\$40.00/hr	200hrs/mo x 12mo/yr.	\$96,000.00	\$40.00/hr	200hrs/mo x 12mo/yr.	\$96,000.00
4c-2013	Operator: Daily Living per diem	\$90.00/day	20 days/mo. x 12mo/yr.	\$21,600.00	\$90.00/day	20 days/mo. x 12mo/yr.	\$21,600.00
4d-2013	Operator: Interrupted Hourly Standby	\$40.00/hour	15hrs/mo.	\$7,200.00	N/A	N/A	-0-
4e-2013	Operator: Full 10hr. Shift Standby Rate	\$40.00/hour	20hrs/mo.	\$9,600.00	N/A	N/A	-0-
4f-2013	% Markup on Bid items 3,4a,4b,4c,4d,4e	\$9.99 (%)	%x3,4a,b,c,d,e Totals	\$19,900.00	10.73%	%x3,4a,b,c Totals	19,292.54 \$19,300.00
5-2013	FWM Slurry Pumping to Sludge Lagoon	\$14,500.00	2mg/time x 2/yr.	\$29,000.00	N/A	N/A	-0-
6-2013	Provide New A&D MX-50 Moisture Analyzers	\$3,900.00	1 analyzer	\$3,900.00	\$3,900.00	1 analyzer	\$3,900.00
7-2013	Demobilization for Item 2-2013	N/A	Once/project	-0-	N/A	Once/project	-0-
8-2013	2013 Bid Totals Per Plant			544,600.08 \$544,600.00			472,592.54 \$472,600.00

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Bidders Name: Synagro West, LLC

BID NO. 13141111003 5
Addendum #1

2013 Bid Totals	\$1,017,200.00
	1,017,192.62

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2014 Bid Schedule Work Sheets, provide this page with Bid

Bid Item No.	Bid Assumption/Plant	EAFWTP 2014 Unit Cost (By Bidder)	EAFWTP Units	EAFWTP 2014 Bid Cost Total (By Bidder)	SRWTP 2014 Unit Cost (By Bidder)	SRWTP Units	SRWTP 2014 Bid Cost Total (By Bidder)
1-2014	Mobilization for Item 2-2014	N/A Provided in 2013	Once/project	-0-	N/A Provided in 2013	Once/project	-0-
2-2014	Monthly Rental for Dewatering Unit & Equip	Complete Monthly Rental	12 months/yr. (Centrifuge)	\$270,000.00	\$21,000.00	12 months/yr. (Centrifuge or Belt Press)	\$252,000.00
3-2014	Polymer Cost	Based upon Estimated Annual Dry Tons	900 dts/yr. x 40lbs/dts	\$61,200.00	\$15.35 or S/(lb.)	2,200 dts/yr. x 20lbs/dts	\$59,400.00
4a-2014	Operator: Mobilization/ Demobilization	Based upon 3 mob & demobs/mo.	3mobs/de x 12mo/yr.	\$7,200.00	\$200.00 (emob)	3mobs/de x 12mo/yr.	\$7,200.00
4b-2014	Operator: Inclusive Operational Hourly Fee	Based upon 10hr days for 200 hrs operation/mo	200hrs/mo x 12mo/yr.	\$100,800.00	\$42.00/hr	200hrs/mo x 12mo/yr.	\$100,800.00
4c-2014	Operator: Daily Living per diem	Based upon 20 days/mo.	20 days/mo. x 12mo/yr.	\$22,560.00	\$94.00/day	20 days/mo. x 12mo/yr.	\$22,560.00
4d-2014	Operator: Interrupted Hourly Standby	Based upon 15hrs/mo	15hrs/mo.	\$7,560.00	N/A	N/A	-0-
4e-2014	Operator: Full 10hr Shift Standby Rate	Based upon 20hrs/mo.	20hrs/mo.	\$10,080.00	N/A	N/A	-0-
4f-2014	% Markup on Bid items 3,4a,4b,4c,4d,4e	% markup.	%x3,4a,b,c,d,e Totals	\$20,940.00	10 (%)	%x3,4a,b,c Totals	18,476.00 \$19,000.00
5-2014	FWW Slurry Pumping to Sludge Lagoon	4 times/yr	2 mg/time x 4/yr.	64,000.00 \$32,000.00	N/A	N/A	-0-
6-2014	Provide New A&D MX-50 Moisture Analyzers	One for City staff at each plant	1 analyzer	-0-	N/A Provided in 2013	1 analyzer	-0-
7-2014	Demobilization for Item 2-2014	Once per Project	Once/project	-0-	N/A Until 2015	Once/project	-0-
8-2014	2014 Bid Per Plant Totals			564,340.00 \$532,340.00			460,956.00 \$460,956.00

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Bidders Name: Synagro West, LLC

BID NO. 13141111003 ^S
Addendum #1

2014 Bid Totals	\$993,300.00 (SERV. FEE) (SRVTP)
	1,025,296.00

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2015 Bid Schedule Work Sheets, provide this page with Bid									
Bid Item No.	Bid Assumption/Plant	EAFWTP 2015 Unit Cost (By Bidder)	EAFWTP Units	EAFWTP 2015 Bid Cost Total (By Bidder)	SRWTP 2015 Unit Cost (By Bidder)	SRWTP Units	SRWTP 2015 Bid Cost Total (By Bidder)		
1-2015	Mobilization for item 2-2015	N/A Provided in 2013	Once/project	-0-	N/A Provided in 2013	Once/project	-0-		
2-2015	Monthly Rental for Dewatering Unit & Equip	\$23,000.00	4 months/yr. (Centrifuge)	\$92,000.00	\$21,000.00	4 months/yr. (Centrifuge or Belt Press)	\$84,000.00		
3-2015	Polymer Cost	\$1580 is or \$/lb.)	225 dts/yr. x 40lbs/dts	\$16,200.00	\$15,450 or \$/lb.)	500 dts/yr. x 20lbs/dts	\$14,500.00		
4a-2015	Operator: Mobilization/ Demobilization	\$200.00 (emob)	3 mobs/de x 4months	\$2,400.00	\$200.00 (emob)	3 mobs/de x 4months	\$2,400.00		
4b-2015	Operator: Inclusive Operational Hourly Fee	\$44.00/hr)	200hrs/mo. x 4months	\$35,200.00	\$44.00/hr)	200hrs/mo. x 4months	\$35,200.00		
4c-2015	Operator: Daily Living per diem	\$98.00/day)	20 days/mo. x 4months	\$7,840.00	\$94.00/day)	20 days/mo. x 4months	\$7,520.00		
4d-2015	Operator: Interrupted Hourly Standby	\$44.00/hour)	10hrs/mo.	\$1,760.00	N/A	N/A	-0-		
4e-2015	Operator: Full 10hr. Shift Standby Rate	\$44.00/hour)	10hrs/mo.	\$1,760.00	N/A	N/A	-0-		
4f-2015	% Markup on Bid items 3,4a,4b,4c,4d,4e	10 %	%x3,4a,b,c,d,e Totals	6,516.00 \$6,036.00	10 %	%x3,4a,b,c Totals	5,962.00 \$5,960.00		
5-2015	FWM Slurry Pumping to Sludge Lagoon	.008/gal \$16,000.00	2mg/time x 1/yr	\$16,000.00	N/A	N/A	-0-		
6-2015	Provide New A&D MX-50 Moisture Analyzers	N/A Provided in 2013	1 analyzer	-0-	N/A Provided in 2013	1 analyzer	-0-		
7-2015	Demobilization for item 2-2015	\$38,000.00 (sect)	Once/project	\$38,000.00	\$28,000.00 (sect)	Once/project	\$28,000.00		
8-2015	2015 Bid Per Plant Totals			217,676.00 \$217,196.00			177,582.00 \$177,580.00		

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Bidders Name: Synagro West, LLC

BID NO. 13141111003

~~Addendum #1~~ 5

2015 Bid Totals	\$ 224,577.60 (RWTP)
	395,258.00

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EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

 Not furnish any facilities or equipment for this Agreement; or

 X Furnish the following facilities or equipment for the Agreement [*see list*]:

1. E.A. Fairbairn Water Treatment Plant

- a. Access to and use of Residual Solids Sludge Lagoons and Filter Wash Water Lagoons
- b. Ground accessible 480 VAC, 3phase electrical service
- c. Potable water source at each Sludge Lagoon
- d. One (1) Front end loader available for scheduled use by Contractor
- e. One (1) Forklift available for scheduled use by Contractor

2. Sacramento River Water Treatment Plant

- a. Access to and use of Residual Solids Sludge Lagoons and Filter Wash Water Lagoons
- b. Ground accessible 480 VAC, 3phase electrical service
- c. Potable water source at each Sludge Lagoon
- d. One (1) Front end loader available for scheduled use by Contractor
- e. One (1) Forklift available for scheduled use by Contractor

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this

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

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that

are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret"

designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

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

9. **Term; Suspension; Termination.**

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

- (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, 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, 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 this Agreement by 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 any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

- 11. Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

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 the Services

provided by CONTRACTOR under this Agreement. 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 or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

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

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

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

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

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

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

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 for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

 X 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 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

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

12. **Performance Bond.** The successful bidder shall provide a Performance Bond to the City, for a sum equal to one hundred percent (100%) of the annual Contract Price listed on attachment 1 to Exhibit B.

A. Minimum Scope & Limits of Bond Coverage

- (1) The Bond shall be in the form approved by the City Attorney's office, and shall be executed by a surety insurer admitted and duly authorized to transact business in the State of California.

B. Failure to Maintain Bonds or Insurance

- (1) 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 therefor 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.

- (2) 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.
- (3) 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.

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

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish

this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

14. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

15. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

17. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

18. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material

considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

19. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

20. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - A. **Use Tax Direct Payment Permit:** For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

 - B. **Sellers Permit:** For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

 - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

EXHIBIT E
LIVING WAGE REQUIREMENTS
(Nonprofessional Service Agreement)

The Living Wage Ordinance

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO

DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.^a

Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly

^a The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or

- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.^b

The minimum compensation required is as follows:

- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
 - (a) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
 - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

- (2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:
 - (a) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
 - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

^b A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at www.cityofsacramento.org.

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

Violations and Monitoring

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

Additional Information

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at www.cityofsacramento.org.
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

EXHIBIT F

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, corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822

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

Attachment B



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

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

The included employee benefits are:

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

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

You May . . .

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

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822

- 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.

Exhibit G

**CITY OF SACRAMENTO
PERFORMANCE BOND**

Department of Utilities
Page 1 of 1

Bond No.: _____
Premium: _____

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to Synagro West:

as principal, hereinafter called Contractor, a contract for performance of the following work and services:

Residual Solids Dewatering Services for Fairbairn Water Treatment Plant and Sacramento River Water Treatment Plant

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*):

_____ 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:

_____ DOLLARS (\$ _____)

for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract performance period, including any amendments thereto.

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 or services 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 _____, 20____.

(Contractor) (Seal)

(Surety) (Seal)

By _____

By _____

Title _____

Title _____

ORIGINAL APPROVED AS TO FORM:

City Attorney

Exhibit H

Synagro Bid Submitted 2/13/13

SYNAGRO WEST, LLC

(Received 2/13/13)



CITY OF SACRAMENTO

Department of Utilities/Plant Services

Dept. ID 14001111

Bid Number: B13141111005

INVITATION TO BID

And

Contract Specifications for

Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants

Bids Will Only Be Received Up To The Hour of 2:00 P.M. on Wednesday, February 13, 2013

Bids Must Be Submitted To: City Clerk's Office
P.O. Box 122391
Sacramento, CA 95812-2391

Non-Mandatory Pre-Bid Conference:

Friday, January 25, 2013 at 9:00 am

Attendance is not required, but strongly recommended, especially when not familiar with the facilities at both plants.

The Conference starts at Sacramento River WTP @ 301 Water St., Sacramento, CA 95811 then continues to the EA Fairbairn WTP @ 7501 College Town Dr., Sacramento, CA 95826

Note: For Security Reasons, to attend and access the plants sites, all Conference attendees must RSVP by 4pm January 24th to Craig Chalmers (916) 808-1418

NAME/ADDRESS OF BIDDER SUBMITTING THIS BID, (Provide this page with Bid):

Name of Bidder: Synagro West, LLC

Address: 3845 Bithell Lane

City, State, Zip Code: Suisun City, CA 94585

Bidder Contact Name and Position: John Pugliaresi- Regional Sales Director

Phone/Cell/Email Address: (650) 333-0729 jpugliaresi@synagro.com

**Bid No. B13141111005
Residual Solids Dewatering Services for EA
Fairbairn and Sacramento River Water Drinking
Water Treatment Plants**

City of Sacramento, CA

February 13, 2013

SYNAGRO®

Synagro West, LLC



February 11, 2013

Mr. Craig Chalmers
City Clerk's Office
915 I St., Ste. 122391
Sacramento, CA 95814-2604

Re: Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants Bid No. B13141111005

Dear Mr. Chalmers:

Synagro West, LLC is pleased to respond to the City of Sacramento's Invitation to Bid for the above mentioned project. We have enclosed for your review our completed bid documents and supplement information.

The specifications call for minimum 20% solids in order for the contractor to be paid. Synagro has performed a bench test to confirm that the 20% requirement is achievable. However, in the unlikely event the minimum solids are not met periodically, Synagro would recommend, as an alternative, and agreed to crediting the city for any additional transportation and disposal that would be incurred as a result of not achieving the 20% requirement providing there is no change in the plants operating procedures and practices.

Should you have any questions or require further information regarding our submittal, please feel free to contact me at (650) 333-0729 or email jpugliaresi@synagro.com. Thank you for the opportunity to submit our bid for this project. We look forward to hearing from you.

Sincerely,

John Pugliaresi
Regional Sales Director

JP:pd

**Bid for
Residual Solids Dewatering Services for EA Fairbairn
And Sacramento River Water Drinking Water Treatment Plants
for the
City of Sacramento, CA**

Table of Contents

Bid Bond

Acknowledgment of Addenda

Section 1.0 Bid Forms

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
 SYNAGRO WEST, LLC
 3845 Bithell Lane
 Sulstun City, CA 94585

SURETY:

(Name, legal status and principal place of business)
 WESTCHESTER FIRE INSURANCE COMPANY
 436 Walnut Street, WA10H
 Philadelphia, PA 19106

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)
 CITY OF SACRAMENTO
 2500 Venture Oaks Pkwy., Sacramento, CA 95833

BOND AMOUNT: Ten percent of amount bid.
 (10% of Amount Bid)

PROJECT:

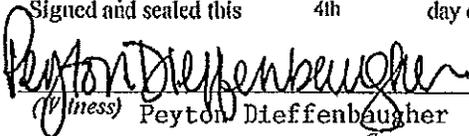
(Name, location or address, and Project number, if any)
 Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants Project Number, if any:

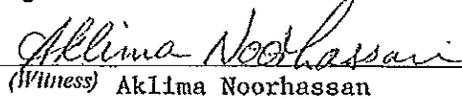
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

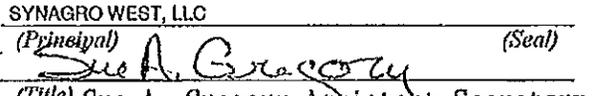
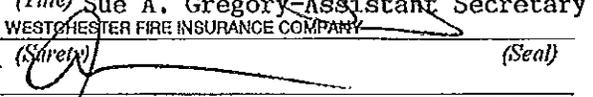
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of January, 2013


 (Witness) Peyton Dieffenbaugher


 (Witness) Aklima Noorhassan

SYNAGRO WEST, LLC
 (Principal)  (Seal)
 (Title) Sue A. Gregory - Assistant Secretary
 WESTCHESTER FIRE INSURANCE COMPANY
 (Surety)  (Seal)
 (Title) Annette Leuschner, Attorney in Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

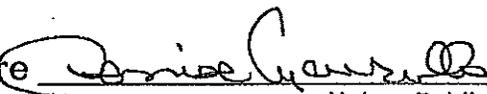
State of New York

County of New York

On January 4, 2013 before me, Denise Cucurullo, Notary Public, personally appeared Annette Leuschner, Attorney-in-Fact 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 New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Denise Cucurullo, Notary Public

DENISE CUCURULLO
Notary Public, State Of New York
No. 01CU4783740
Qualified In Nassau County
Commission Expires September 30, 20 13

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents that WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, do wif

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for or on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company under the seal of the Company or otherwise, to the extent that such authority is authorized by the general powers granted for a given person written as attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to execute in writing any person the attorney-in-fact of the Company with full power and authority to execute for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to execute in writing any regular officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile for such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall be deemed to be an exclusive grant of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or exercised.

Does hereby nominate, constitute and appoint Andrea E. Gombert, Annette Leuschner, David W. Rosehill, James E. Marron Jr., Nancy Schnee, Valerie Spates, William A. Marino, all of the City of JERICHO, New York, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof or penalties not exceeding Five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY, this 19 day of November, 2012.

WESTCHESTER FIRE INSURANCE COMPANY

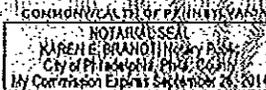


Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 19 day of November, AD 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia, the day and year first above written.



Karen E. Brando
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this day of JAN 4 2013



William J. Kelly
William J. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER November 19, 2014.

WESTCHESTER FIRE INSURANCE COMPANY - NAIC# 10030

FINANCIAL STATEMENT

DECEMBER 31, 2011

ADMITTED ASSETS

BONDS	\$2,125,088,507
SHORT - TERM INVESTMENTS	21,324,395
STOCKS	0
REAL ESTATE	0
CASH ON HAND AND IN BANK	38,678,940
PREMIUM IN COURSE OF COLLECTION*	49,457,492
INTEREST ACCRUED	18,572,101
OTHER ASSETS	187,396,134
TOTAL ASSETS	\$2,420,497,569

LIABILITIES

RESERVE FOR UNEARNED PREMIUMS	\$187,860,407
RESERVE FOR LOSSES	1,095,977,795
RESERVE FOR TAXES	2,747,690
FUNDS HELD UNDER REINSURANCE TREATIES	5,745,573
OTHER LIABILITIES	23,542,125
TOTAL LIABILITIES	1,315,873,590

CAPITAL: 70,000 SHARES, \$71.43 PAR VALUE	5,000,100
CAPITAL: PAID IN	289,280,640
AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS	112,002,723
SURPLUS (UNASSIGNED)	698,340,516
SURPLUS TO POLICYHOLDERS	1,104,623,979
TOTAL	\$2,420,497,569

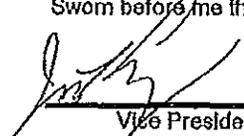
(*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

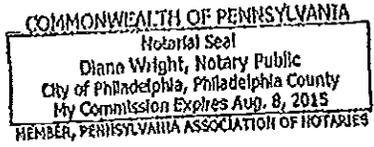
John P. Taylor, being duly sworn, says that he is Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2011.

Sworn before me this April 17, 2012


 Vice President


 Notary Public

August 8, 2015
 My commission expires



ADDENDUM #1 for Bid No. 13141111003

Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water
Drinking Water Treatment Plants

Issued on 1/8/13

The following items and information shall become part of the Bid Documents:

General Bid Items:

1. Bid Date Change

The Bid Date is changed to Wednesday, January 16, 2013. Thus delete all references to January 9, 2013. The time due (2 P.M.) remains the same.

2. Pre-Bid Mtg Attendance List

The mandatory Pre-Bid meeting attendance list is attached. See Attachment.

Bid Instructions and Requirement Items:

1. 4. Bid Security

The Bid Security of 10% is to be provided for the total value of the bid for 2013, 2014, and 2015.

2. 7A. City's Options

It is the City's intent to award to one dewatering contractor for dewatering services at both plants and for all bid items are needed to facilitate the service. Thus delete all references to the award of part, partial, or in part bids or awards.

3. 10. Performance Bond

The successful Bidder will provide three separate, yearly, 100% Performance bonds which are based upon the Contractor's bid for each year. The Contractor bond form will be approved by the City Attorney. The yearly performance bonds must be provided to the City before dewatering services can begin for that year.

Technical Specification Items:

1. General Requirements

At EAFWTP the dewatering process is specified to be that which uses a centrifuge. At SRWTP the dewatering process is specified to be that which uses a centrifuge or a 3-Belt, Belt Press.

2. Residual Solids/Sludge Quality/Estimated Dewatered Solids Amounts:

The 5-years of historical dry residuals production rates (1,000 #/day) for both plants has been provided for the period; January 2005-January 2010. See Attachments.

At SRWTP the City will be performing a temporary test of a different coagulant. That coagulant will be ACH. The ACH could effect the quality and quantity of the sludge which may also effect the quality and quantity of the sludge that the dewatering equipment produces. If the results of the temporary test leads the City to decide on a permanent coagulant change, there maybe the need for the City and the Contractor to re-evaluate and/or re-negotiate of the some of the Contractual requirements of the Dewatering Services that were based upon the use of Alum as a coagulant.

3. Dewatering Process Specified for both EAFWTP and SRWTP

At EAFWTP the dewatering process is specified to be that which uses a centrifuge. The total power availability is now limited to 300A 480VAC 3phase.

At SRWTP the dewatering process is specified to be that which uses a centrifuge or a 3-Belt, Belt Press. The Belt Press will have a single gravity belt section and double pressure belt section. The decant discharged from the belt press shall pass through a clarification tank that will effectively remove excess solids and turbidity from the decant before it is discharged to the sewer. The belt press is required to meet the minimum 20% solids requirement and the maximum 200gpm decant sewer discharge rate. The total power availability at SRWTP is limited to 125A 480VAC 3phase.

4. Dewatering Equipment Staging/Setup Areas

For EAFWTP the dewatering equipment staging and setup area shall be the asphalt areas just south of Sludge Lagoons #1 and #2.

For SRWTP the dewatering equipment staging and setup area shall be the inside Sludge Lagoon. The Contractor must arrange the dewatering equipment efficiently and efficient manner that minimizes the space utilized as to maximum the space for dewatered solids that will also be normally stored inside the lagoon. The Contractor must install a storm water pump in the sludge lagoon's sump, adjacent to the lagoon's service ramp. This pump will remove storm water from the sludge lagoon and pump it to the adjacent plant storm water pump station.

Straw waddles will be provided and maintained thru out the contract to help keep solids from entering the storm water. The waddles will be used in the area of dewatered solids and in the area of the lagoon's sump.

5. Dewatered Sludge 20% Minimum Dry Solids By Weight Requirement

The Contractor will be compositing 24hr, hourly samples, daily for verification of the 20% goal compliance and reporting daily the composite sample results to the City. The Contractor may desire, on its own accord, to analyze hourly or more frequent samples for the 20% goal. If the 24hr composite sample is not meeting the 20% goal the Contractor may utilize the more frequent samples to prove to the City what portion of the cake was not meeting the 20% goal.

6. Yearly Plant Maintenance Outages

The anticipated Outage Schedule for both Plants for early 2013 is now estimated to be:

EAFWTP: Late-November 2012 to Mid-February 2013

STWTP: Mid-February 2013 to Early-April 2013

7. Power Availability:

For EAFWTP the total amount of power available has been determined to be 300A 480VAC 3 Phase.

For SRWTP the total amount of power available has been determined to be 125A 480VAC 3 Phase. This is may not be sufficient power to operate centrifuge type dewatering process equipment and the City does not desire to have the Contractor or the City to operate a diesel generator to provide the sufficient power requirements of 250 to 300A. The City will specifically indicate the dewatering process package at SRWTP and EAFWTP.

8. Bid Schedules 2013, 2014, 2015

For 2013, 2014, 2015; Bid Items 2, 3, 4d have been changed. Bid Items 4e and 4f have been added. For Bidders, the Bid Schedules with Addendum #1 indicated on them. See Attachments.

Contract Information Items:

1. 10. Indemnity, A. Indemnity.

Coverage for intellectual property is not applicable to this Contract and will not be required to be included. Delete all references to intellectual property.

The City will defend and indemnify the Contractor for claims arising from their sole negligence or willful misconduct.

2. 10. Indemnity, B. Insurance Policies; Intellectual Property Claims:

Coverage for Intellectual property is not applicable to this Contract and will not be required to be included.

Delete all references to Intellectual property.

Post Pre-Bid Meeting Questions and Answers:

1. Our centrifuge dewatering equipment will require 250 to 300A 480VAC.

Answer: At EAFWTP there is sufficient power available up to 300A 480VAC. At SRWTP there is only 125A 480VAC available. Because of this limit, we will specify that a centrifuge or belt press can be the dewatering process used at SRWTP. The belt press should be a 3-Belt, Belt Press. The Belt Press will have a single gravity belt section and double pressure belt section. The belt press is required to meet the minimum 20% solids requirement and the maximum 200gpm decant sewer discharge rate.

2. When is it anticipated that the equipment would be provided at EAFWTP?

Answer: EAFWTP is expected to now be out of service for maintenance until the first or second week of February 2013. Sludge Lagoon #1 is currently full of sludge. Because the plant will be operational it is desired to have the equipment mobilized and operational first at FWTP as soon after the contract approval as possible. It is desired to start the dewatering process as soon as possible, in Sludge Lagoon #1 and complete that process by the end of February.

3. When is it anticipated that the equipment would be provided at SRWTP?

Answer: SRWTP is expected to be taken out of service for maintenance in mid-February 2013 and remain out of service until late March 2013. Sludge Lagoons #1 and #2 are currently empty and Lagoon #3 is full of sludge. Sludge Lagoon #1 may be utilized soon so will have sludge in it too. It is desired to start the dewatering process in March and have all both lagoons fully available to the plant on April 1, 2013.

4. Reason for questions 1 and 2, is that it was mentioned that typically the dewatering equipment is only operated when the WTP's are in operation and there are scheduled outages at SRWTP around the time when the project might be beginning.

Answer: The dewatering process can occur when a plant is in operation or out of service.

5. Is the City plant staff operating loaders for both mixing the alum slurry in the lagoons and moving the cake piles during the dewatering operations?

Answer: The City has one staff person that normally operates the loaders. That person is generally available and can be scheduled during the normal working hours of M-Th 6:30am-3pm. However, that person may not always be available as there are sometimes other job duties that are being performed. For that reason the dewatering operations staff provided should have experience in the general operation large loaders and forklifts. A City staff person will give the contractor's operational staff specific training on the City's loader and forklift.

6. Will you please provide the historical monthly dry ton production at each plant for the past couple of years for reference?

Answer: That information is provided and attached to Addendum #1.

7. Will you provide an average volume, in gallons for backwash events at each plant?

Answer: Total filter backwash events for both plants range between 200,000 to 300,000 gallons/filter. Please note that when FWW transfers are occurring at FWTP the transfer will be from a non-operational FWW lagoon to a sludge lagoon and City Staff will make FWW transfers at SRWTP. Past FWW transfers at FWTP have generally ranged between 200,000 to 300,000 gallons.

8. Will you please specify the distance from the 2-1/2" potable water connection to each of the dewatering staging areas for each of the two plants?

Answer: There is one 2-1/2" potable water wharf hydrant available at each of the lagoon entrance service ramps. Depending on the exact location and arrangement of the dewatering equipment and their connection needs will govern the exact distance.

9. Item 3-2013 to 2015 on the pricing schedules relate to polymer costs and the unit of measure is gallons. The presumably assumes that the Contractor will utilize liquid polymer to aid the dewatering process. As the utilization of dry powdered polymer is also a standard within the dewatering industry, would it be possible to bid Item 3 as a pound (lb.) unit measure?

Answer: Yes, we will modify the bid schedule to allow both gallons or pounds.

10. Please advise if there is an engineer's estimate available relating to the total anticipated value of the bid?

Answer: Yes, roughly \$2.5 million.

Mandatory Pre-Bid Conference Attendance List

Date: December 19, 2012

Bid# B1319111003

Bid: Residual Solids Dewatering Services for FA Fairbairn and Sacramento River Water, Drinking Water Treatment Plants

<u>Name</u>	<u>Company</u>	<u>Address</u>	<u>Phone</u>	<u>E-mail</u>
Craig Chalmers	City of Sacto	301 Water St. Sacto CA 95811	(916) 808-1418	cchalmers@cityofsacramento.org
Joel Coert	Bio-Nomic Services	516 Rouny free Charlotte, N	800-782-6798	jcoert@bio-nomic.com
John Pugliese	Synagro	3845 B. Bell Ln Suisun City, CA	707-436-3730	jpugliese@synagro.com
Braulio Gomez	"	"	"	"
BRYAN CARROLL	TECUMSA / TECUMSA AMERICAN PROCESS GROUP	10617 W. SPANHOLM ST. HOUSTON, TX 77044	866-960-1480	bcarroll@terufa.com
Dennis Buxwell	CHAN HILL Ripon, CA	1239 Cameron Ln Ripon, CA	209-985-1071	Dennis.Buxwell@chan.com
Greg Wilton	Chan Hill		570 392-6322	Gregory.Wilton@chan.com

Bidders Name:

BID NO. 13141111003
Addendum #1

2013 Bid Schedule, provide this page with Bid									
Bid Item No.	Bid Assumption/Plant	EA/WTP 2013 Unit Cost (By Bidder)	EA/WTP Units	EA/WTP 2013 Bid Cost Total (By Bidder)	SR/WTP 2013 Unit Cost (By Bidder)	SR/WTP Units	SR/WTP 2013 Bid Cost Total (By Bidder)	EA/WTP	SR/WTP
1-2013	Mobilization for Item 2-2013	(\$/mob/project)	Once/project		(\$/mob/project)	Once/project			
2-2013	Monthly Rental for Dewatering Unit & Equip	(\$/mo)	12 months/yr. (Centrifuge)		(\$/mo)	12 months/yr. (Centrifuge or Belt Press)			
3-2013	Polymer Cost	(\$/gals or \$/lb.)	900 dts/yr. x 40lbs/dts		(\$/gals or \$/lb.)	2,200 dts/yr. x 20lbs/dts			
4a-2013	Operator: Mobilization/ Demobilization	(\$/mob&demob)	3mobs/dex x 12mo/yr.		(\$/mob&demob)	3mobs/de x 12mo/yr.			
4b-2013	Operator: Inclusive Operational Hourly Fee	(\$/hr)	200hrs/mo. x 12mo/yr.		(\$/hr)	200hrs/mo x 12mo/yr.			
4c-2013	Operator: Daily Living per diem	(\$/day)	20 days/mo. x 12mo/yr.		(\$/day)	20 days/mo. x 12mo/yr.			
4d-2013	Operator: Interrupted Hourly Standby	(\$/hour)	15hrs/mo.		N/A	N/A			-0-
4e-2013	Operator: Full 10hr. Shift Standby Rate	(\$/hour)	20hrs/mo.		N/A	N/A			-0-
4f-2013	% Markup on Bid Items 3, 4a, 4b, 4c, 4d, 4e	(%)	%x3,4a,b,c,d,e Totals		(%)	%x3,4a,b,c Totals			
5-2013	FWW Slurry Pumping to Sludge Lagoon	(\$/gal)	2 times/yr		N/A	N/A			-0-
6-2013	Provide New A&D MX-50 Moisture Analyzers	(\$/analyzer)	1 analyzer		(\$/analyzer)	1 analyzer			
7-2013	Demobilization for Item 2-2013	N/A	Once/project	-0-	N/A	Once/project			-0-
8-2013	2013 Bid Totals Per Plant			(EA/WTP)					(SR/WTP)

Bidders Name: _____

BID NO. 13141311003
Addendum #1

2013 Bid Totals	(Both: EAPWTP & SRWTP)

Bidders Name:

2014 Bid Schedule Work Sheets, provide this page with Bid							
Bid Item No.	Bid Assumption/Plant	EAFWTP 2014 Unit Cost (By Bidder)	EAFWTP Units	EAFWTP 2014 Bid Cost Total (By Bidder)	SRWTP 2014 Unit Cost (By Bidder)	SRWTP Units	SRWTP 2014 Bid Cost Total (By Bidder)
1-2014	Mobilization for Item 2-2014	N/A Provided in 2013	Once/project	-0-	N/A Provided in 2013	Once/project	-0-
2-2013	Monthly Rental for Dewatering Unit & Equip	(\$/mo)	12 months/yr. (Centrifuge)		(\$/mo)	12 months/yr. (Centrifuge or Belt Press)	
3-2013	Polymer Cost	(\$/gals or \$/lb.)	900 dts/yr. x 40lbs/dts		(\$/gals or \$/lb.)	2,200 dts/yr. x 20lbs/dts	
4a-2013	Operator: Mobilization/ Demobilization	(\$/mob&demob)	3mobs/de x 12mo/yr.		(\$/mob&demob)	3mobs/de x 12mo/yr.	
4b-2013	Operator: Inclusive Operational Hourly Fee	(\$/hr)	200hrs/mo x 12mo/yr.		(\$/hr)	200hrs/mo x 12mo/yr.	
4c-2013	Operator: Daily Living per diem	(\$/day)	20 days/mo. x 12mo/yr.		(\$/day)	20 days/mo. x 12mo/yr.	
4d-2013	Operator: Interrupted Hourly Standby	(\$/hour)	15hrs/mo.		N/A	N/A	-0-
4e-2013	Operator: Full 10hr. Shift Standby Rate	(\$/hour)	20hrs/mo.		N/A	N/A	-0-
4f-2013	% Markup on Bid Items 3, 4a, 4b, 4c, 4d, 4e	(%)	%S/4a,b,c,d,e Totals		(%)	%x3,4a,b,c Totals	
5-2014	FWW Slurry Pumping to Sludge Lagoon	(\$/gal)	4 times/yr		N/A	N/A	-0-
6-2014	Provide New A&D MX- 50 Moisture Analyzers	N/A Provided in 2013	1 analyzer each plant	-0-	N/A Provided in 2013	1 analyzer	-0-
7-2014	Demobilization for Item 2-2014	N/A Until 2015	Once/project	-0-	N/A Until 2015	Once/project	-0-
8-2014	2014 Bid Per Plant Totals			(EAFWTP)			(SRWTP)

Bidders Name: _____

BID NO. 13141111003
Addendum #1

2014 Bid Totals	(Both EAFWTP & SRWTP)

Bidders Name:

2015 Bid Schedule Work-Sheets, provide this page with Bid

Bid Item No.	Bid Assumption/Plant	EAFWTP 2015 Unit Cost (By Bidder)	EAFWTP Units	EAFWTP 2015 Bid Cost Total (By Bidder)	SRWTP 2015 Unit Cost (By Bidder)	SRWTP Units	SRWTP 2015 Bid Cost Total (By Bidder)
1-2015	Mobilization for Item 2-2015	N/A Provided in 2013	Once/project	-0-	N/A Provided in 2013	Once/project	-0-
2-2013	Monthly Rental for Dewatering Unit & Equip	(\$/mo)	4 months/yr. (Centrifuge)		(\$/mo)	4 months/yr. (Centrifuge or Belt Press)	
3-2013	Polymer Cost	Based upon Estimated Annual Dry Tons	225 dts/yr. x 40lbs/dts		(\$/gals or \$/lb.)	500 dts/yr. x 20lbs/dts	
4a-2013	Operator: Mobilization/ Demobilization	Based upon 3 mobs & demobs/mo.	3 mobs/de x 4 months		(\$/mob&demob)	3 mobs/de x 4 months	
4b-2013	Operator: Inclusive Operational Hourly Fee	Based upon 10hr days for 200 hrs operation/mo	200hrs/mo. x 4 months		(\$/hr)	200hrs/mo. x 4 months	
4c-2013	Operator: Daily Living per diem	Based upon 20 days/mo.	20 days/mo. x 4 months		(\$/day)	20 days/mo. x 4 months	
4d-2013	Operator: Interrupted Hourly Standby	Based upon 10hrs/mo	10hrs/mo.		N/A	N/A	-0-
4e-2013	Operator: Full 10hr. Shift Standby Rate	Based upon 10hrs/mo.	10hrs/mo.		N/A	N/A	-0-
4f-2013	% Markup on Bid Items 3,4a,4b,4c,4d,4e	% markup	%x3,4a,b,c,d,e Totals		(%)	%x3,4a,b,c Totals	
5-2015	FWW Slurry Pumping to Sludge Lagoon	1 times/yr	2mg/time x 1/yr		N/A	N/A	-0-
6-2015	Provide New A&D MX-50 Moisture Analyzers	One for City staff at each plant	1 analyzer	-0-	N/A Provided in 2013	1 analyzer	-0-
7-2015	Demobilization for Item 2-2015	Once per Project	Once/project		(\$/demob/project)	Once/project	
8-2015	2015 Bid Per Plant Totals			(EAFWTP)			(SRWTP)

Bidders Name: _____

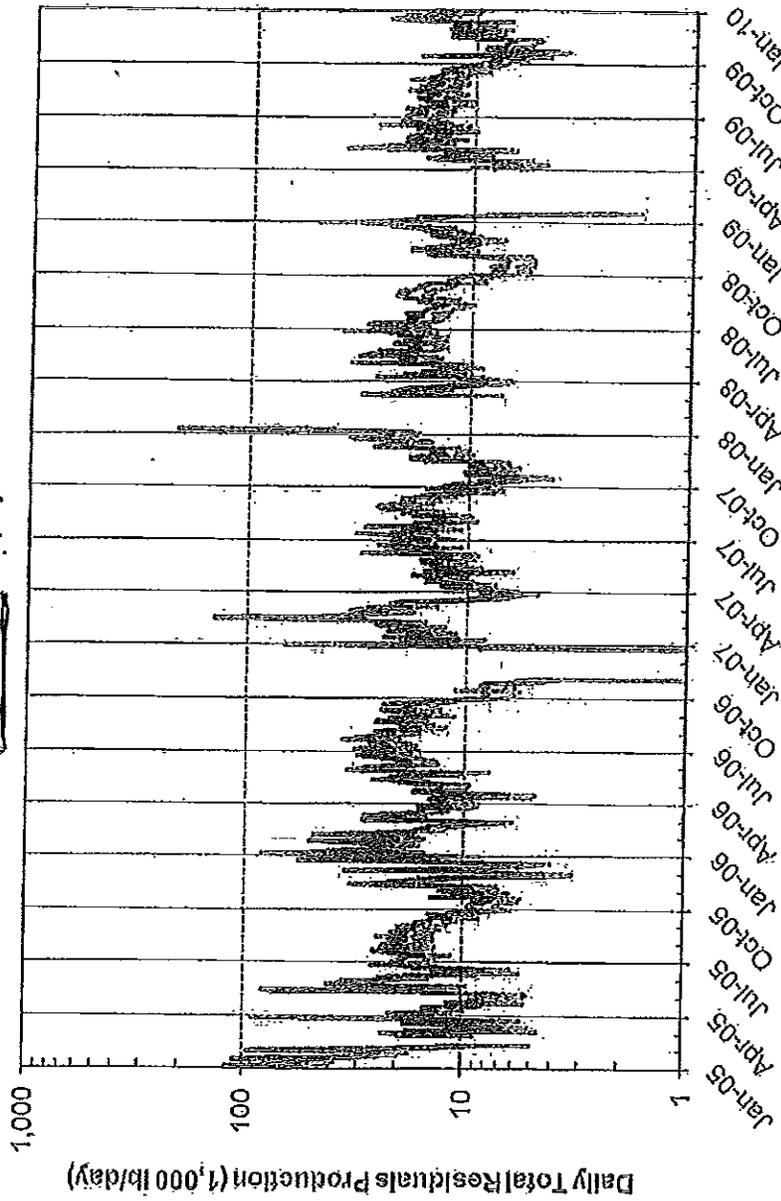
BID NO. 1314111003
Addendum #1

2015 Bid Totals	{Both EAFWTP & SRWTP}
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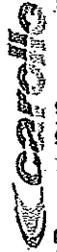
Sacramento River Water Treatment Plant

SR historical and projected data

historical projected



DRY RESIDUALS PRODUCTION (LB/DAY) - BY DATE
 FIGURE 5.6
 CITY OF SACRAMENTO DEPARTMENT OF UTILITIES
 WATER TREATMENT PLANTS REHABILITATION PROJECT

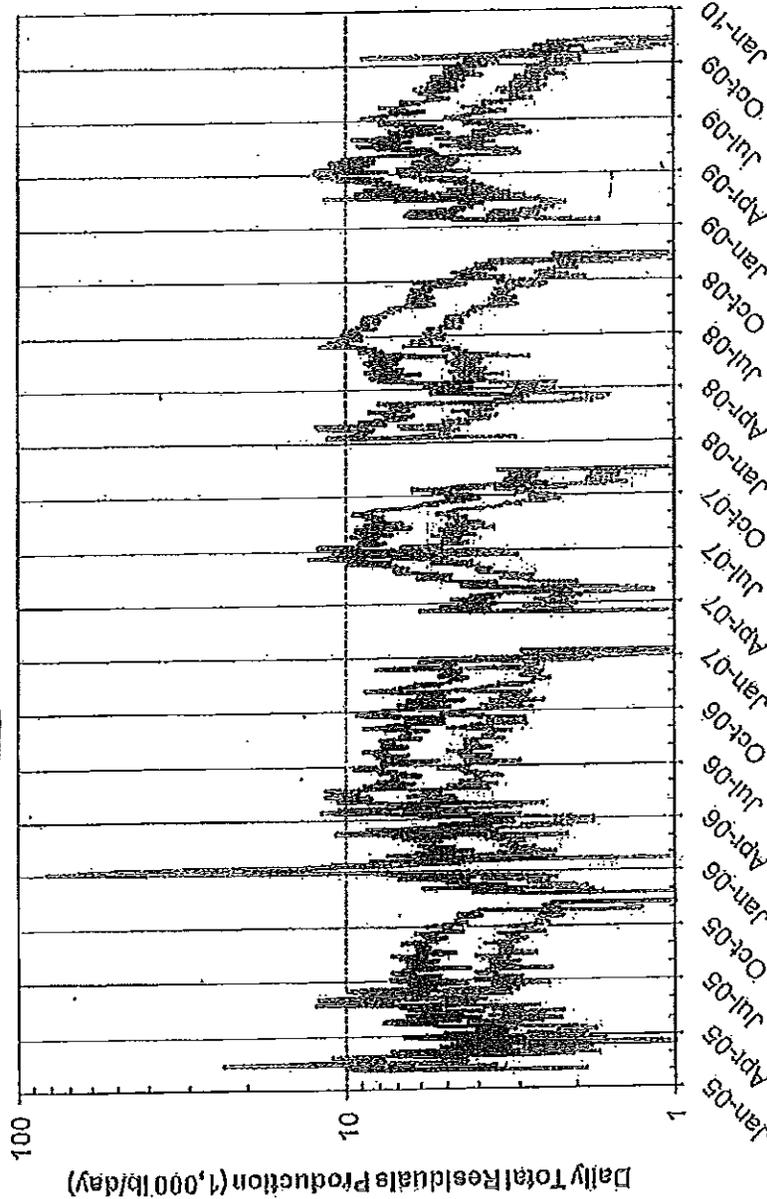


pwr/Carollo/Documents/CA/Sacramento/6470A10/TM5/fig.5.6

EAF Fairbairn Water Treatment Plant

EAF historical and projected data

historical — ultimate capacity



REBER
CORPORATION
SACRAMENTO
DIVISION
DEPARTMENT
OF UTILITIES



z:\a\Carroll\Documents\CA\Sacramento\670\107\MS\Fig 6.6

DRY RESIDUALS PRODUCTION (LB/DAY) - BY DATE

FIGURE 6.6

CITY OF SACRAMENTO DEPARTMENT OF UTILITIES
WATER TREATMENT PLANTS REHABILITATION PROJECT

Sacramento, CA

Temporary Dewatering – EA Fairbairn and Sacramento River Water Treatment Plants

Sacramento River WTP Work Plan

Synagro will site the following equipment in the designated dewatering staging area:

- One skid or trailer mounted belt press per project specifications, with electrical distribution panel
- One frac tank for flow equalization of sludge
- One clarifying tank with weirs to capture excess particulate in the belt press filtrate
- One discharge conveyor
- One sump pump

Operational Procedure -- Synagro will mix and transfer sludge from one of the adjacent lagoons to the dewatering staging area using an ag tractor with Power Take Off Unit (PTO) and a "Houle" pump. The ag tractor will be California Air Resources Board (CARB) compliant. The sludge will be transferred to the frac tank, which will be used to supply the belt press. Pumping operations will be an on and off activity, approximately 30 minutes per 2 hour period. Solids will be pumped to the frac tank until the tank is full. The press will be constantly drawing approximately 100 to 150 gallons per minute and will discharge 200 gallons per minute or less to the sanitary sewer. There will be an in line polymer injection system that will inject polymer into the sludge feed to facilitate flocculation of the sludge and subsequent dewatering.

Dewatered cake will be deposited on the floor of the lagoon and will be periodically moved to an agreed upon storage area using the city owned rubber tired wheel loader.

A sump pump will be installed at the lagoon's low side to transfer any accumulated storm water.

EA Fairbairn WTP Work Plan

Synagro will site the following equipment in the designated dewatering staging area:

- One skid or trailer mounted centrifuge per project specifications, with electrical distribution panel
- One frac tank for flow equalization of sludge
- One clarifying tank with weirs to capture excess particulate in the centrate.
- One discharge conveyor

Operational Procedure – Synagro will mix and transfer sludge from one of the adjacent lagoons to the dewatering staging area using an ag tractor with Power Take Off Unit (PTO) and a "Houle" pump. The ag tractor will be California Air Resources Board (CARB) compliant. The sludge will be transferred to the frac tank, which will be used to supply the centrifuge. Pumping operations will be an on and off activity, approximately 30 minutes per 2 hour period. Solids will be pumped to the frac tank until the tank is full. The centrifuge will be constantly drawing approximately 200 gallons per minute and will discharge 200 gallons per minute or less to the sanitary sewer. There will be an in line polymer injection system that will inject polymer into the sludge feed to facilitate flocculation of the sludge and subsequent dewatering. Because the centrifuge is air cooled, there will be no additional water requirement over and above that which may be required for polymer make up.

Dewatered cake will be deposited on the ground in the staging area and will be periodically moved to an agreed upon storage area using the city owned rubber tired wheel loader.

In the event there are any concerns regarding potential process water run off issues, Synagro will provide containment as necessary to ensure that this will not be a concern.

ADDENDUM #1 for Bid No. 13141111005

Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water
Drinking Water Treatment Plants

Issued on 1/23/13

The following items and information shall become part of the Bid Documents: The Bid Documents include the Original Bid Request Document Posted on the City's Bid Center/Bid Planet on 1/18/13.

General Bid Items:

1. Bid Date Change

The Bid Date is changed to Wednesday, February 13, 2013 at 2pm.

Delete all references to the Bid Date of February 6, 2013.

Replace the following attached 2 pages of the original bid documents. These 2 pages are revised with the correct Bid Date of Wednesday, February 13, 2013 at 2pm.



CITY OF SACRAMENTO

Department of Utilities/Plant Services

Dept. ID 14001111

Bid Number: B13141111005

INVITATION TO BID

And

Contract Specifications for

Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants

Bids Will Only Be Received Up To The Hour of 2:00 P.M. on Wednesday, February 13, 2013

Bids Must Be Submitted To: City Clerk's Office
P.O. Box 122391
Sacramento, CA 95812-2391

Non-Mandatory Pre-Bid Conference:

Friday, January 25, 2013 at 9:00 am

Attendance is not required, but strongly recommended, especially when not familiar with the facilities at both plants.

The Conference starts at Sacramento River WTP @ 301 Water St., Sacramento, CA 95811 then continues to the EA Fairbairn WTP @ 7501 College Town Dr., Sacramento, CA 95826

Note: For Security Reasons, to attend and access the plants sites, all Conference attendees must RSVP by 4pm January 24th to Craig Chalmers (916) 808-1418

NAME/ADDRESS OF BIDDER SUBMITTING THIS BID, (Provide this page with Bid):

Name of Bidder: _____

Address: _____

City, State, Zip Code: _____

Bidder Contact Name and Position: _____

Phone/Cell/Email Address: _____

SECTION I – REQUIREMENTS

A. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With:

1. **Additional Copies.** BIDDERS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 2 ADDITIONAL COPIES OF THIS BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.
2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.
 - a) To obtain an electronic version of this bid go to Procurement's website at www.cityofsacramento.org/generalservices/procurement/bids (Note: No Category available for Dewatering Services so entered under Categories: 92536, 92642, and 95815).
 - b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the City Clerk's Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M. on, Wednesday, February 13, 2013. After opening, Bids may be inspected in the City Clerk's Office.

(Note: Bids must be submitted not later than 2:00 P.M. on the above date)

- o) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. **Alternate Bids.** Alternate bids are not allowed.
4. **Bid Security.** Bid Security Is: Required Not Required

Bid security (for the total amounts of 2013, 2014, and 2016) approved by the City must accompany the bid, in the amount of 10% of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.
5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).
6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.
7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.
- 7A. **City's Options.** The City intends to award to only one dewatering services Contractor for dewatering services at both plants. The City, however, reserves the following options:
 1. The right to reject all partial bids.
 2. The right to reject any or all bids or make no award.
 3. The right to issue subsequent Invitation For Bids (IFB).
 4. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
 5. The right to waive any informality or irregularity in the bidding process and any bids.
 6. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

A. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL BIDDER PRIOR TO START OF CONTRACT

The following documents are required to be completed and submitted by the successful bidder prior to the award of the Contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the Contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the Contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

B. BID SECURITY (Required, Provide with Bid) See Section I – Requirements.

C. PERFORMANCE BOND (Required, Provide with Contract) See Section I – Requirements.

D. PAYMENT BOND (Not Required for this Contract))

SECTION III – BIDDER RESPONSE DOCUMENTS

E. DRUG FREE WORKPLACE POLICY AND AFFIDAVIT (PROVIDE WITH BID)

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: None.

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 A CONTRACT, 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: Synagro West, LLC

BY: Sue A. Gregory Assistant Secretary Date: 09/14/2012

Signature Sue A. Gregory

Title

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

F. ITEMS REQUIRING BIDDER RESPONSE (PROVIDE WITH BID)

NOTE: Bidders must provide responses where indicated to the following items numbered 1,2,3,4,5, and 6. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Economic Development, at (916) 808-6747.

A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

- YES -- Our firm is certified by the City of Sacramento as a small business enterprise.
- NO -Our firm submitting is not certified by the City of Sacramento as a small business enterprise.

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

B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

- YES - Our firm is certified by the City of Sacramento as an emerging business enterprise.
- NO - Our firm is not certified by the City of Sacramento as an emerging business enterprise.

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

2. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [] or No [X] (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

3. ELECTRONIC FUNDS TRANSFER (EFT) (Informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [X] or No []

If Yes, what percentage discount would you offer the City to be paid through EFT? 0 %

4. CITY OF SACRAMENTO BOYCOTT OF ARIZONA-HEADQUARTED BUSINESSES:

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:

Texas
State Where Bidder is Headquartered

5. EXPERIENCE DOCUMENTATION

The Dewatering Services Contractor shall have a minimum of ten years of continuous dewatering services experience. The Contractor shall in the last six years, have at least three or more dewatering services projects at drinking water treatment plant dewatering residual solids. The Contractor must list the total number of years experience and provide dewatering services project details and references for at least three drinking water dewatering service projects that have occurred in the past six years.

I, the Bidder and Contractor Synagro West, LLC, have 14 years of continuous dewatering services experience.

A. Past Project #1:

AgencyName/Location: Metropolitan water District- Jensen Water Treatment Plant Diemer Water Treatment Plant and Skinner Water Treatment Plant.

Contact Name/Phone# Vera Reickhoff (213) 217-5625

Contractor's On-site Project Manager: Frank Pace

Equipment Used: Multiple belt filter presses, conveyors and ancillary equipment

Dates: 2002-2007 Material Dewatered: Alum and Ferric Sludges Approx. Dry Tons Solids: greater than 20,000

B. Past Project #2:

AgencyName/Location: City of Folsom Water Treatment Plant- Folsom, CA

Contact Name/Phone# Jim Bridges (916) 355-8339

Contractor's On-site Project Manager: David Vidal

Equipment Used: Dredge, Houle Pump and Ag Tractor, Centrifuge

Dates: 2005-2009 Material Dewatered: Alum Sludge Approx. Dry Tons Solids: 800

C. Past Project #3:

AgencyName/Location: Everett Water Treatment Plant- Everett, WA

Contact Name/Phone# Chris Chesson (425) 257-8898

Contractor's On-site Project Manager: MD Obet

Equipment Used: 2 centrifuges, City owned dredge, ancillary equipment

Dates: 2012 Material Dewatered: Alum Sludge Approx. Dry Tons Solids: 1,500

6. CONTRACTOR PROPOSED DEWATERING SERVICES PLAN FOR THE CITY OF SACRAMENTO

The Contractor must write, in detail, a proposed plan for providing Dewatering Services. Included in that written plan must be information about dewatering equipment and associated equipment located at both plants including equipment operational perimeters, production and discharge rates, dewatering operations and operators, and a proposed mobilization plan and mobilization schedule.

**Please see Synagro's attached Dewatering Services Plan for the City of Sacramento.

Sacramento, CA

Temporary Dewatering – EA Fairbairn and Sacramento River Water Treatment Plants

Sacramento River WTP Work Plan

Synagro will site the following equipment in the designated dewatering staging area:

- One skid or trailer mounted belt press per project specifications, with electrical distribution panel
- One frac tank for flow equalization of sludge
- One clarifying tank with weirs to capture excess particulate in the belt press filtrate
- One discharge conveyor
- One sump pump

Operational Procedure – Synagro will mix and transfer sludge from one of the adjacent lagoons to the dewatering staging area using an ag tractor with Power Take Off Unit (PTO) and a “Houle” pump. The ag tractor will be California Air Resources Board (CARB) compliant. The sludge will be transferred to the frac tank, which will be used to supply the belt press. Pumping operations will be an on and off activity, approximately 30 minutes per 2 hour period. Solids will be pumped to the frac tank until the tank is full. The press will be constantly drawing approximately 100 to 150 gallons per minute and will discharge 200 gallons per minute or less to the sanitary sewer. There will be an in line polymer injection system that will inject polymer into the sludge feed to facilitate flocculation of the sludge and subsequent dewatering.

Dewatered cake will be deposited on the floor of the lagoon and will be periodically moved to an agreed upon storage area using the city owned rubber tired wheel loader.

A sump pump will be installed at the lagoon’s low side to transfer any accumulated storm water.

EA Fairbairn WTP Work Plan

Synagro will site the following equipment in the designated dewatering staging area:

- One skid or trailer mounted centrifuge per project specifications, with electrical distribution panel
- One frac tank for flow equalization of sludge
- One clarifying tank with weirs to capture excess particulate in the centrate.
- One discharge conveyor

Operational Procedure – Synagro will mix and transfer sludge from one of the adjacent lagoons to the dewatering staging area using an ag tractor with Power Take Off Unit (PTO) and a "Houle" pump. The ag tractor will be California Air Resources Board (CARB) compliant. The sludge will be transferred to the frac tank, which will be used to supply the centrifuge. Pumping operations will be an on and off activity, approximately 30 minutes per 2 hour period. Solids will be pumped to the frac tank until the tank is full. The centrifuge will be constantly drawing approximately 200 gallons per minute and will discharge 200 gallons per minute or less to the sanitary sewer. There will be an in line polymer injection system that will inject polymer into the sludge feed to facilitate flocculation of the sludge and subsequent dewatering. Because the centrifuge is air cooled, there will be no additional water requirement over and above that which may be required for polymer make up.

Dewatered cake will be deposited on the ground in the staging area and will be periodically moved to an agreed upon storage area using the city owned rubber tired wheel loader.

In the event there are any concerns regarding potential process water run off issues, Synagro will provide containment as necessary to ensure that this will not be a concern.

D. SECTION III – BIDDER RESPONSE DOCUMENTS

G. BID SCHEDULE AND BID SCHEDULE WORK SHEETS (PROVIDE WITH BID)

Bidders Name: Synagro West, LLC

The bidder noted above hereby proposes and agrees to furnish any and all required labor, equipment, material, transportation, and services for:

Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants

The Services herein described will be provided, starting in February 2013 and continuously through early to mid-year 2015, unless project is completed early or extended due to unforeseen construction delays, in the City of Sacramento at both the City’s Drinking Water Treatment Plants. Services will be performed in conformity with these specifications and provisions, all as on file in the Office of the City Clerk, at the unit costs shown in the Bid Schedule and Bid Schedule Work Sheets below. (Note: The Summary Bid Schedule is developed by first completing the attached 2013, 2014, and 2015 Bid Schedule Work Sheets. For bidding purposes, please provide a full year’s costs for 2015. The Unit Prices listed by the Bidder for 2013, 2014, and 2015 will be binding for the Contract and its duration. The Bid Totals listed by the Bidder for 2013, 2014, and 2015 are for Bid Evaluation purposes against other Bidders and for a Total Not-to-Exceed Contract Amount).

Summary Bid Schedule

Year	Description	EAFWTP Bid Total	SRWTP Bid Total
2013	Bid Items 1, 2, 3, 4a, 4b, 4c, 4d, 5, 6	\$544,600.00	\$472,600.00
2014	Bid Items 2, 3, 4a, 4b, 4c, 4d, 5	\$532,340.00	\$460,960.00
2015	Bid Items 2, 3, 4a, 4b, 4c, 4d, 5, 7	\$217,196.00	\$177,580.00
	SUBTOTALS		

EAFWTP 2013, 2014, and 2015 Bid Total Amount Summary = \$1,294,136.00

SRWTP 2013, 2014, and 2015 Bid Total Amount Summary = \$1,111,140.00

Total Bid and Contract Not-to-Exceed Amount = \$2,405,276.00

2013 Bid Schedule, provide this page with Bid							
Bid Item No.	Bid Assumption/Plant	EAFWTP 2013 Unit Cost (By Bidder)	EAFWTP Units	EAFWTP 2013 Bid Cost Total (By Bidder)	SRWTP 2013 Unit Cost (By Bidder)	SRWTP Units	SRWTP 2013 Bid Cost Total (By Bidder)
1-2013	Mobilization for Item 2-2013	\$28,600.00	Once/project	\$28,600.00	\$29,600.00	Once/project	\$29,600.00
2-2013	Monthly Rental for Dewatering Unit & Equip	\$22,000.00	12 months/yr. (Centrifuge)	\$264,000.00	\$20,500.00	12 months/yr. (Centrifuge or Belt Press)	\$240,000.00
3-2013	Polymer Cost	Based upon Estimated Annual Dry Tons	900 dts/yr. x 40lbs/dts	\$57,600.00	\$15.25 or \$/lb.	2,200 dts/yr. x 20lbs/dts	\$55,000.00
4a-2013	Operator: Mobilization/ Demobilization	\$15.60 or \$/lb.	3 mobs/de x 12mo/yr.	\$7,200.00	\$2,000.00 (emob)	3 mobs/de x 12mo/yr.	\$7,200.00
4b-2013	Operator: Inclusive Operational Hourly Fee	Based upon 10hr days for 200 hrs operation/mo	200hrs/mo x 12mo/yr.	\$96,000.00	\$40.00/hr	200hrs/mo x 12mo/yr.	\$96,000.00
4c-2013	Operator: Daily Living per diem	Based upon 20 days/mo.	20 days/mo. x 12mo/yr.	\$21,600.00	\$90.00/day	20 days/mo. x 12mo/yr.	\$21,600.00
4d-2013	Operator: Interrupted Hourly Standby	Based upon 15hrs/mo	15hrs/mo.	\$7,200.00	N/A	N/A	-0-
4e-2013	Operator: Full 10hr. Shift Standby Rate	Based upon 20hrs/mo.	20hrs/mo.	\$9,600.00	N/A	N/A	-0-
4f-2013	% Markup on Bid Items 3,4a,4b,4c,4d,4e	% markup	% x 3,4a,b,c,d,e Totals	\$19,900.00	10.73%	% x 3,4a,b,c Totals	\$19,300.00
5-2013	FWW Slurry Pumping to Sludge Lagoon	2 times/yr	2mg/time x 2/yr.	\$29,000.00	N/A	N/A	-0-
6-2013	Provide New A&D MX-50 Moisture-Analyzers	One for City staff at each plant	1 analyzer	\$3,900.00	\$3,900.00	1 analyzer	\$3,900.00
7-2013	Demobilization for Item 2-2013	N/A	Once/project	-0-	N/A	Once/project	-0-
8-2013	2013 Bid Totals Per Plant			\$544,500.00			\$472,600.00

Bidders Name: Synagro West, LLC

BID NO. 1314111003
Addendum #1

2013 Bid Totals	\$1,017,200.00

Bidders Name: Synagro West, LLC

BID NO. 13141111003
Addendum #1

2014 Bid Schedule Work Sheets, provide this page with Bid							
Bid Item No.	Bid Assumption/Plant	EAFWTP 2014 Unit Cost (By Bidder)	EAFWTP Units	EAFWTP 2014 Bid Cost Total (By Bidder)	SRWTP 2014 Unit Cost (By Bidder)	SRWTP Units	SRWTP 2014 Bid Cost Total (By Bidder)
1-2014	Mobilization for Item 2-2014	N/A Provided in 2013	Once/project	-0-	N/A Provided in 2013	Once/project	-0-
2-2013	Monthly Rental for Dewatering Unit & Equip	\$22,500.00	12 months/yr. (Centrifuge)	\$270,000.00	\$21,000.00	12 months/yr. (Centrifuge or Belt Press)	\$252,000.00
3-2013	Polymer Cost	\$15.76/lb or \$/lb.	900 dts/yr. x 40lbs/dts	\$61,200.00	\$15.35/lb or \$/lb.	2-200 dts/yr. x 20lbs/dts	\$59,400.00
4a-2013	Operator: Mobilization/ Demobilization	\$200.00/mob	3mobs/de x 12mo/yr.	\$7,200.00	\$200.00/mob	3mobs/de x 12mo/yr.	\$7,200.00
4b-2013	Operator: Inclusive Operational Hourly Fee	\$42.00/hr	200hrs/mo x 12mo/yr.	\$100,800.00	\$42.00/hr	200hrs/mo x 12mo/yr.	\$100,800.00
4c-2013	Operator: Daily Living per diem	\$94.00/day	20 days/mo. x 12mo/yr.	\$22,560.00	\$94.00/day	20 days/mo. x 12mo/yr.	\$22,560.00
4d-2013	Operator: Interrupted Hourly Standby	\$42.00/hour	15hrs/mo.	\$7,560.00	N/A	N/A	-0-
4e-2013	Operator: Full 10hr. Shift Standby Rate	\$42.00/hour	20hrs/mo.	\$10,080.00	N/A	N/A	-0-
4f-2013	% Markup on Bid Items 3, 4a, 4b, 4c, 4d, 4e	10 % (%)	%x3, 4a, b, c, d, e Totals	\$20,940.00	10 % (%)	%x3, 4a, b, c Totals	\$19,000.00
5-2014	FWM Slurry Pumping to Sludge Lagoon	\$16,000.00	2 mg/time x 4/yr.	\$32,000.00	N/A	N/A	-0-
6-2014	Provide New A&D IMX-50 Moisture Analyzers	N/A Provided in 2013	1 analyzer	-0-	N/A Provided in 2013	1 analyzer	-0-
7-2014	Demobilization for Item 2-2014	N/A Until 2015	Once/project	-0-	N/A Until 2015	Once/project	-0-
8-2014	2014 Bid Per Plant Totals			\$532,340.00			\$460,960.00

Sidders Name: Synagro West, LLC

BID NO. 13141111003
Addendum #1

2014 Bid Totals	\$993,306.00 ^{RWTP}

2015 Bid Schedule Work Sheets, provide this page with Bid							
Bid Item No.	Bid Assumption/Plant	EA/WTP 2015 Unit Cost (By Bidder)	EA/WTP Units	EA/WTP 2015 Bid Cost Total (By Bidder)	SRWTP 2015 Unit Cost (By Bidder)	SRWTP Units	SRWTP 2015 Bid Cost Total (By Bidder)
1-2015	Mobilization for Item 2-2015	N/A	Once/project	-0-	N/A	Once/project	-0-
2-2013	Monthly Rental for Dewatering Unit & Equip	\$23,000/mo	4 months/yr. (Centrifuge)	\$92,000.00	\$21,000/mo	4 months/yr. (Centrifuge or Belt Press)	\$84,000.00
3-2013	Polymer Cost	Based upon Estimated Annual Dry Tons	225 dts/yr. x 40lbs/dts	\$16,200.00	\$15/45s or \$/lb.)	500 dts/yr. x 20lbs/dts	\$14,500.00
4a-2013	Operator: Mobilization/ Demobilization	Based upon 3 mobs & demobs/mo.	3mobs/de x 4months	\$2,400.00	\$2,000/mob	3mobs/de x 4months	\$2,400.00
4b-2013	Operator: Inclusive Operational Hourly Fee	Based upon 10hr days for 200 hrs operation/mo	200hrs/mo. x 4months	\$35,200.00	\$44.00/hr	200hrs/mo. x 4months	\$35,200.00
4c-2013	Operator: Daily Living per diem	Based upon 20 days/mo.	20 days/mo. x 4months	\$7,840.00	\$94.00/day	20 days/mo. x 4months	\$7,520.00
4d-2013	Operator: Interrupted Hourly Standby	Based upon 10hrs/mo	10hrs/mo.	\$1,760.00	N/A	N/A	-0-
4e-2013	Operator: Full 10hr. Shift Standby Rate	Based upon 10hrs/mo.	10hrs/mo.	\$1,760.00	N/A	N/A	-0-
4f-2013	% Markup on Bid Items 3,4a,4b,4c,4d,4e	% markup	%x3,4a,b,c,d,e Totals	\$6,036.00	10 % (%)	%x3,4a,b,c Totals	\$5,960.00
5-2015	FWW Slurry Pumping to Sludge Lagoon	1 times/yr	2mg/time x 1/yr	\$16,000.00	N/A	N/A	-0-
6-2015	Provide New A&D MX-50 Moisture Analyzers	One for City staff at each plant	1 analyzer	-0-	N/A	1 analyzer	-0-
7-2015	Demobilization for Item 2-2015	Once per Project	Once/project	\$38,000.00	\$28,000/mob	Once/project	\$28,000.00
8-2015	2015 Bid Per Plant Totals			\$214,760.00			\$172,580.00

Bidders Name: Synagro West, LLC

BID NO. 13141111003
Addendum #1

2015 Bid Totals	\$394,776.00 (RWTP)
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SECTION III – REQUIREMENTS

H. BID SIGNATURE PAGE, PROVIDE WITH BID

FOR SERVICES known as Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants BID NO. B1314111003

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Synagro West, LLC

ADDRESS: 3845 Bithell Lane, Suisun City, CA 94585

PHONE #: (707) 438-3730 FAX #: (707) 438-3737 E-MAIL: jpugliaresi@synagro.com

STATE TAX I.D. #: 100564215 FED. TAX I.D. #: 76-0612566

City of Sacramento Business Operation Tax Certificate #: In the process of obtaining
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership
 Corporation Limited Liability Company
 Other (please specify: _____)

BY: (signature of authorized person) Sue A. Gregory

PRINT NAME: Sue A. Gregory

TITLE: Assistant Secretary

CONTACT PHONE/Email: (650) 333-0729 jpugliaresi@synagro.com



CITY OF SACRAMENTO

Department of Utilities/Plant Services

Dept. ID 14001111

Bid Number: B13141111005

INVITATION TO BID

And

Contract Specifications for

Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants

Bids Will Only Be Received Up To The Hour of 2:00 P.M. on Wednesday, February 6, 2013

Bids Must Be Submitted To: City Clerk's Office
P.O. Box 122391
Sacramento, CA 95812-2391

Non-Mandatory Pre-Bid Conference:

Friday, January 25, 2013 at 9:00 am

Attendance is not required, but strongly recommended, especially when not familiar with the facilities at both plants.

The Conference starts at Sacramento River WTP @ 301 Water St., Sacramento, CA 95811 then continues to the EA Fairbairn WTP @ 7501 College Town Dr., Sacramento, CA 95826

Note: For Security Reasons, to attend and access the plants sites, all Conference attendees must RSVP by 4pm January 24th to Craig Chalmers (916) 808-1418

NAME/ADDRESS OF BIDDER SUBMITTING THIS BID, (Provide this page with Bid):

Name of Bidder: _____

Address: _____

City, State, Zip Code: _____

Bidder Contact Name and Position: _____

Phone/Cell/Email Address: _____

CITY OF SACRAMENTO

Bid No. B1314111005

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"NO BID" RESPONSE FORM

NOTE: YOU MAY COMPLETE AND RETURN THIS FORM
ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not want to submit a bid for this requirement, we are interested in knowing why. Please remove this form, complete the requested information, and **FAX or Email your response to Craig Chalmers at Fax (916) 808-8210 or cchalmers@cityofsacramento.org**. If you have questions, please call the Procurement Office at (916) 808-6240. Thank you for your cooperation.

"NO BID" QUESTIONNAIRE
(Please complete all items that apply)

- We do not sell the products/services called for in this invitation for bid, but **we want to stay on the City's Bid List**. Please send necessary information so that the products/services we do provide can be updated on the City's Bid List.
- We are not interested in doing business with the City of Sacramento, because _____

- Other reasons/comments: _____

- Please send application forms for certification as an emerging and/or small business enterprise (E/SBE): **(Note: Application forms and information about becoming certified as an emerging and/or small business can be obtained via the Internet at: <http://www.cityofsacramento.org/esbd>).**

(Business Name)

(Street Address/P.O. Box)

(City, State, Zip)

(E-mail address)

Date: _____

Phone: _____

Contact: _____

SECTION I REQUIREMENTS

SECTION I – REQUIREMENTS

A. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With:

1. **Additional Copies.** BIDDERS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 2 ADDITIONAL COPIES OF THIS BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.

2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.

a) To obtain an electronic version of this bid go to Procurement’s website at www.cityofsacramento.org/generalservices/procurement/bids (Note: No Category available for Dewatering Services so entered under Categories: 92536, 92642, and 95815).

b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the City Clerk’s Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M. on, Wednesday, February 6, 2013. After opening, Bids may be inspected in the City Clerk’s Office.

(Note: Bids must be submitted not later than 2:00 P.M. on the above date)

c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.

3. **Alternate Bids.** Alternate bids are not allowed.

4. **Bid Security.** Bid Security is: Required [] Not Required

Bid security (for the total amounts of 2013, 2014, and 2015) approved by the City must accompany the bid, in the amount of 10% of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.

5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).

6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.

7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.

7A. **City’s Options.** The City intends to award to only one dewatering services Contractor for dewatering services at both plants. The City, however, reserves the following options:

1. The right to reject all partial bids.
2. The right to reject any or all bids or make no award.
3. The right to issue subsequent Invitation For Bids (IFB).
4. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
5. The right to waive any informality or irregularity in the bidding process and any bids.
6. The right to accept a bidder’s signed offer and issue a purchase order directly to the bidder based on the IFB.

8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.
9. **Equipment.** Equipment that is included in this bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable.

10. **Performance Bond.** A faithful performance bond is: Not Required Required

The successful Bidder will provide three separate, yearly, 100% Performance bonds which are based upon the Contractor's bid for each year. The Contractor bond form will be approved by the City Attorney. The yearly performance bonds must be provided to the City before dewatering services can begin for that year.

11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered for the purposes of bid evaluation. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered for the purposes of bid evaluation.

12. **Pre-Bid Conference.** A Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are strongly encouraged to attend the conference, especially if not familiar with both plant sites.

For security reasons, to attend and access the plant sites on January 25th, all Pre-Bid Conference attendees must RSVP by 4pm, January 24th to Craig Chalmers (916) 808-1418.

13. **Bid Inquiries.** Questions regarding this bid should be referred to:

Contractual Questions and Technical Questions
Department of Utilities
Attention: Craig Chalmers
Email: cchalmers@cityofsacramento.org
Phone: (916) 808-1418

These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written addendum. The receipt of such an amendment must be acknowledged in accordance with the directions on the addendum. Oral explanations or instructions given before the award of the Contract will not be binding.

14. **Bid Evaluation.** In determining the amount bid by each Bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the Bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

If prospective bidders are bidding an item "or equal" the bidders shall list the manufacturer's name and product number of the item offered in the space provided. If such information is not provided, it will be assumed that the bidder is offering the exact item specified. The City's decision as to whether an item is an equal to the item

specified shall be final.

- 15. Determination of Lowest Responsible Bidder.** Sacramento City Code section 3.56.020 provides that the lowest responsible bidder shall be determined as follows:
- a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.
 - b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.
 - c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.
- 16. Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.
- 17. Award by Item or Group.** The City intends to award to only one dewatering services Contractor for both plants. It is assumed that all bid items or groups will be needed to perform the services
- 18. Multiple Awards.** The City intends to award to only one dewatering services Contractor for both plants.
- 19. Contract Award.** Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day of this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.
- 20. Non Professional Services Agreement.** The Bidder recommended for this award will be required to sign the attached Non Professional Services Agreement. Bidder is responsible for reading and understanding the attached Non Professional Services Agreement's requirements, terms, and conditions prior to submitting a bid.
- 21. Emergency/Declared Disaster Requirements.** In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted shall apply to serving the City's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

22. All bids must show the full name of the firm bidding and must be on forms furnished by the City. All responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil will not be considered.
23. **Submission of Bids.** The City is not responsible for misaddressed bid submittals. Please assure that you utilize the address appropriate for the method of delivery. **The Bidder must deliver 1 original and 2 copies of the Bid. Bid submissions made via commercial express courier (FedEx, United Parcel Svs.) must be addressed as follows:**

**City of Sacramento
City Clerk's Office
915 I St., Ste. 122391
Sacramento, CA. 95814-2604**

Bid submissions made via personal delivery shall be delivered to:

**City of Sacramento
City Clerk's Office
Historic City Hall
915 I St., Ste. 116
Sacramento, CA. 95814**

24. **Bid Protest.** 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. Sections 3.60.460 - 3.60.560 of the Sacramento City Code are available at: <http://www.qcode.us/codes/sacramento/>.
25. **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 ..."

**SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A
BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.**

SECTION II CONTRACT DOCUMENTS

SECTION II – CONTRACT DOCUMENTS

A. SPECIAL PROVISIONS

1. **Period of Performance.** The period of performance will be from mid/late February, 2013 through approximately early/mid- 2015. The end of this contact is contingent upon the completion of the City's permanent dewatering facilities, which is currently scheduled for the early/mid-2015 period. The actual end of the performance period will depend on the completion and testing of those facilities by the City's Construction Contractor.

2. **Invoices.** All Invoices under this Agreement shall include the following information, at a minimum:
 - (1) Clearly identify an invoice, invoice date, and identification number
 - (2) Clearly indicate Contractors Logo, Name, Address, and Invoice Contact information.
 - (3) Clearly indicate City Contract Title and Purchase Order number
 - (4) Indicate quantities expended and associated charges by bid item description and number.
 - (5) Indicate past and current remaining contract amounts.
 - (6) Contractor shall sign Invoice

3. **Billing Disputes.** Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the Contractor, the City will review all records and make a final determination and present its finding to the Contractor.

4. **Payment Terms.** Payment terms are net 30 unless Contractor offers a prompt payment discount. All prompt payment discounts if taken shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of Contractor's invoice.

5. **Points of Contact.** Requests for service(s) may be made by one or several organizational levels within the City.

A. The Bidding and Project point-of-contact for this Contract is:

Project Manager: Craig Chalmers
 Department of Utilities, Plant Services Division
 Address: 301 Water St., Sacramento, CA 95811
 Phone: (916) 808-1418
 E-Mail: cchalmers@cityofsacramento.org

B. The Contract point-of-contact for this Contract is:

Contract Administrator: Deanne Neighbours
 Department of Utilities, Plant Services Division
 Address: 1391 35th Ave. Sacramento, CA 95822
 Phone: (916) 808-3536
 E-Mail: dneighbours@cityofsacramento.org

The Project Manager may be changed by written notice to the Contractor.

6. **Authorities / Technical Direction.** The Contractor shall take no direction from any City employee or any other person other than the Project Manager that changes any term or condition of the Contract or any change that impacts the cost/price or schedule. Changes to the Contract will be in the form of a written modification to the Contract executed by both parties and received by the Contractor before the Contractor acts upon the changes. No oral statement of any person shall in any manner or degree modify or otherwise affect the terms of this Contract, including the requirements of the specifications.

7. **Document Protection.** Original documents shall be adequately protected at all times while they are in the possession of the Contractor and returned in the same condition as received.

The Contractor shall not duplicate or allow for duplication of distribution of electronic data provided to Contractor, or created by the Contractor, and may not provide said files for review or use to any third party without written permission from the City of Sacramento.

8. **Quantities Unrestricted.** The City is not limited to purchase all of its requirements from any contract resulting from this request.

9. **Purchase Order.** A Purchase Order will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the Contract. The Purchase Order will be enclosed with the resulting Contract or will be issued shortly thereafter, and will become an integral part of the resulting Contract. Each Purchase Order will cite a specific dollar value to cover a particular item 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.

A. 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.

B. Delivery of material and/or services are not to begin until receipt of the Purchase Order.

10. **Cooperative Purchasing.** If mutually agreeable to both parties, the use of any resulting Contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

11. **Additional Services.** Those services not specifically named in the Pricing Schedule shall be negotiated on an individual basis.

12. **Subcontracts and Assignments.** No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the Contractor, nor may assignment of any money due or to become due the Contractor under this Contract be made without the prior written consent of the City.

Where authorized by the City, the Contractor shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the Contract.

13. **Pricing.** Prices are maximum for the term of the Contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

14. **Notification of Material Changes in Business.** Contractor agrees that if experiences any material changes in its business including without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City.
15. **Confidentially of Information.** Contractor shall take all precautions necessary and appropriate to assure the confidentiality of City's record information. Contractor shall limit access to City's records only to Contractor's authorized employees, except when they are authorized by the City, Contractor shall not reproduce any of the City's records. The City shall have the right to review Contractor's procedures for handling City records and may make such inspections as it deems necessary to assure that Contractor is adequately safe-guarding City's record information.

Contractor acknowledges that in the course of providing services that they will have access to, and/or will be in possession of, confidential information of the City. Confidential information is defined as all information released to the Contractor for the purpose of having the Contractor perform the contracted for services.

The Contractor shall secure the City's confidential records in a manner to ensure that the information remains confidential. Contractor shall have access to the City's confidential information for the purposes of performing the contracted services.

16. **Inspection of Facilities.** The City may require inspection at anytime of the Contractor's facilities or equipment at the location where the work on this Contract will be accomplished.
17. **Environmentally Preferable Procurement**

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this Contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

[http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable Purchasing Policy_SPP.pdf](http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SPP.pdf) or by contacting the Procurement Services Division at (916) 808-6240.

18. Prevailing Wages

Prevailing wage rates are not applicable for the dewatering services work because the work is a maintenance service and does not involve construction of a tangible item. The dewatered solids produced by the dewatering services Contractor will normally be stored on-site then taken by the City to Landfill.

19. CA Contractors License

Contractor is not required to have a CA Contractor License for the dewatering services work because the work is a maintenance service and does not involve construction of a tangible item, and because there is no contractor license identification designation that applies to this service.

20. City's Request for Dewatering Services, Contractor Response to the City's Services Request

The need for dewatering services is not expected to be normally continuous and the City will be able to give the Contractor at least a one week notice when dewatering services is needed. However, there may be times and conditions, especially during the winter and spring seasons when river water quality conditions are at their worst, when a week's notice is not possible. It the Contractor is required to respond promptly and effectively to any and all of the City's request for dewatering services..

SECTION II – CONTRACT DOCUMENTS

B. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS

General Requirements

The City of Sacramento operates two drinking water treatment plants. Starting in 2013, each plant will be constructing permanent residual solids processing facilities. These new facilities will utilize centrifuge dewatering processes. Preceding and during construction of the permanent facilities, temporary residual solids dewatering services by a Contractor are needed at both plants. It is anticipated that temporary dewatering services shall be required from mid/late February 2013 to early/mid-2015. During the contract period, the contracting service will be required to provide, at each plant, permanently sited, fully functional, fully operational, self contained, centrifuge solids dewatering unit(s), with all necessary pumps, homogenizing/storage tanks, and support equipment. The Contractor shall for EA Fairbairn WTP use the dewatering process which uses a centrifuge. At Sacramento River WTP use the dewatering process uses a centrifuge or a 3-Belt, Belt Press. The Contractor will provide qualified operational staff for each plant, to operate the centrifuge solids dewatering unit(s), and all support equipment. Scheduled use of a City owned front end loader and forklift at each water treatment plant shall be provided by the City plant operational staff.

The Contractor is required to respond promptly and effectively to any and all of the City's request for dewatering services. The need for dewatering services is not expected to be normally continuous and the City will normally be able to give the Contractor at least a one week notice when dewatering services are needed. However, there may be times and conditions, especially during the winter and spring seasons when river water quality conditions are at their worst, when giving a week notice is not possible. During the periods of October to June, only one sludge lagoon will be available for the operation of E.A. Fairbairn Water Treatment Plant (EAFWTP) and only two sludge lagoons will be available at Sacramento River Water Treatment Plant (SRWTP). Also, because of the construction activities occurring at both plants, lagoon space may be limited and require continuous dewatering.

The City desires to hire a dewatering services Contractor for the ability of the Contractor to operate one or two dewatering units continuously and/or simultaneously. Anticipated timeframe for contracted dewatering services is from February 2013 to February 2015. However, requirement for dewatering services is tied to the construction of the permanent residual solids processing facilities. As such, actual end date for dewatering services will be based upon completion and implementation of the new facilities, which may occur beyond February 2015 due to the unpredictable nature of construction. Contract shall be for a maximum of five years or until the project is completed, whichever comes first

Drinking Water Treatment Plant, General Location Plan and General Site Plans

Find attached to this Bid document a general location plan and a general site plan for both plants.

Dewatering Services Contractor Experience

The Dewatering Services Contractor shall have a minimum of ten years of continuous dewatering services experience. The Contractor shall in the last six years, have at least three or more dewatering services projects at drinking water treatment plant dewatering residual solids. The Contractor must list the total number of years experience and provide dewatering services project details and references for at least three drinking water dewatering service projects that have occurred in the past six years.

Residual Solids/Sludge Quality/Estimated Dewatered Solids Amounts

The residual solids/sludge is generated by the drinking water treatment processes at both SRWTP and EAFWTP. The solids are comprised of water, primary coagulant: aluminum sulfate (alum), sodium hydroxide (caustic soda), coagulant aid: nonionic polymer, sludge aid: anionic polymer, lime residuals, and natural colloidal particles from the Sacramento River at SRWTP and from the American River at EAFWTP.

At SRWTP the City will be performing a temporary test of a different coagulant. That coagulant will be ACH. The ACH could effect the quality and quantity of the sludge which may also effect the quality and quantity of the sludge that the dewatering equipment produces. If the results of the temporary test leads the City to decide on a permanent coagulant change, there maybe the need for the City and the Contractor to re-evaluate and/or re-negotiate of the some of the Contractual requirements of the Dewatering Services that were based upon the use of Alum as a coagulant.

The amounts of residual solids that will be produced is variable for each plant and varies depending upon river water quality factors, what the City water demands are, and which plant is operating. But in general the following estimated dry tons solids (dts) per year can be expected:

SRWTP: 2,200 dts/year
 FWTP: 900 dts/year

Five-years of historical dry residuals production rates (1,000 #/day) for both plants has been provided for the period; January 2005-January 2010. See Attachments.

The Dewatering Services Contractor must keep track of the dts/day that the dewatering equipment produces using the following equation:

$$\text{Dry tons (dts) dewatered} = \text{Volume pumped from Sludge Lagoons (gallons)} \times [64.2?](\text{lbs/gallon conversion for Alum}) \times \text{Average \% Solids from Sludge Lagoons} / 2,000(\text{lbs/ton})$$

Dewatering Process Specified for both EAFWTP and SRWTP

At EAFWTP the dewatering process is specified to be that which uses a centrifuge. The total power availability is now limited to 300A 480VAC 3phase.

At SRWTP the dewatering process is specified to be that which uses a centrifuge or a 3-Belt, Belt Press. The Belt Press will have a single gravity belt section and double pressure belt section. The decant discharged from the belt press shall pass through a clarification tank that will effectively remove excess solids and turbidity from the decant before it is discharged to the sewer. The belt press is required to meet the minimum 20% solids requirement and the maximum 200gpm decant sewer discharge rate. The total power availability at SRWTP is limited to 125A 480VAC 3phase.

Dewatered Sludge 20% Minimum Dry Solids by Weight Requirement

The dewatering services shall dewater the residual solids/sludge in the sludge lagoons to a minimum of 20% or more dry solids by weight.

The Contractor will be compositing 24hr, hourly samples, daily for verification of the 20% goal compliance and reporting daily the composite sample results to the City. The Contractor may desire, on its own accord, to analyze hourly or more frequent samples for the 20% goal. If the 24hr composite sample is not meeting the 20% goal the Contractor may utilize the more frequent samples to prove to the City what portion of the cake was not meeting the 20% goal.

If in the City's opinion, a full good faith effort is being made to achieve the 20% minimum, including adjusting all processes and equipment, the City may, but shall not be required to, make full or partial payment, or no payment at all.

The City will use the A&D moisture analyzers to sample and measure the solids content of the influent slurry, dewatered sludge, and/or cake on a basis as determined by the City.

Dewatered Sludge Dry Solids Moisture Analyzers

The Contractor shall purchase and provide to the City two moisture analyzers, one for each plant. The analyzers will be used by the City to analyze the moisture content of the sludge slurry entering the dewatering equipment and the dewatered sludge or cake. The moisture analyzers shall be A&D Company, Model MX-50 and each shall be provided with the AX-MX-39 Dust Cover.

Dewatering Services Work Hours

The dewatering services work is generally expected to occur during the day with 10 hour shifts working 5 days/week. If dewatering requirements are imposed by any sanitary sewer (SS) discharge permit(s) issued by the Sacramento Regional County Sanitation District or by any Waste Discharge Requirements (WDRs) issued by the Regional Water Quality Control Board, or there are needs as

otherwise determined by the City, the dewatering service may be required to work more shifts, work at night, and/or work on a 24 hour basis to keep the plants operational and the dewatering services operational. The Contractor shall not be allowed any shift differential or other increased cost of any kind for any such changes.

Yearly Plant Maintenance Outages

Both water treatment plants normally take a two month, staggered, maintenance outage every year. The outages generally start in late November and last through March. This is when maintenance is performed on the plants and other items like dewatering can take place. However due to the sanitary sewer (SS) discharge limits at both plants dewatering decant discharges must be coordinated with maintenance SS discharges to the SS.

The anticipated Outage Schedule for both Plants for early 2013 is estimated to be:

EAFWTP: Late-November 2012 to Mid-February 2013

STWTP: Mid-February 2013 to Late-March/Early-April 2013

The Outages are approximate and may be subject to change at anytime based upon the needs and demands of the City.

Plant Residual Solids Sludge Lagoons

The Contractor will be dewatering the Sludge Lagoons (SL) at each plant. The lagoons are open concrete lagoons. Each water treatment plant has three sludge lagoons. The Contractor will need to be able to dewater solid from any one of these lagoons. However, during the Contract period not every sludge lagoon will always be able to be utilized or require dewatering. At EAFWTP, SL#3 will have the permanent dewatering facility constructed in it starting in mid-year 2013. At both plants, the City's WDRs require that during the winter (Nov 1 thru June 1), the dewatered solids must be stored inside one of the sludge lagoons to prevent runoff to the plant storm sewer system. This will limit the lagoons that the City has available to dewater and operate into to; one sludge lagoon at EAFWTP and two sludge lagoons at SRWTP. This may require the dewatering services to be more frequent or continuous during this period. Also, because of construction activities occurring at both plants lagoon space may continue to be limited, which shall require continuous dewatering. One of the major reasons the City desires to hire a dewatering services Contractor is the ability of that Contractor to operate one or two dewatering units continuously and/or simultaneously.

The size and approximate volume of the SL lagoons is indicated as follows:

EAFWTP: (3) Sludge Lagoons: 78.5' x 450' Concrete, approximate volume 1.5mg each

SRWTP: (3) Sludge Lagoons: 80' x 400' Concrete, approximate volume: 1.2 mg each

Plant Filter Wash Water Lagoons

At EAFWTP, because of the distance of about 1,200 ft., the Contractor will periodically need to transfer residual solids from the Filter Wash Water (FWW) Lagoons to the Sludge Lagoons. The transfer pump shall be or shall be comparable to a Flygt submersible pump, 10 hp model #NS3127

488. At SRWTP, because of the shorter distance of about 100 ft., this transfer will be facilitated by plant O&M personnel.

The Contractor must provide the pump, controls, hose and connections to make the transfer from both EAFWTP FWW lagoons to the Sludge Lagoons.

The size and approximate volume of the FWW lagoons are indicated as follows:

EAFWTP: (2) FWW Lagoons: 48.5' x 498' Concrete, approximate volume 1mg each

SRWTP: (2) FWW Lagoons: 100' x 240' Concrete, approximate volume: 0.9 mg each

Dewatering Equipment Staging/Setup Areas

For EAFWTP the dewatering equipment staging and setup area shall be the asphalt areas just south of Sludge Lagoons #1 and #2.

For SRWTP the dewatering equipment staging and setup area shall be the inside Sludge Lagoon #2. The Contractor must arrange the dewatering equipment efficiently and in a manner that minimizes the space utilized as to maximum the space for dewatered solids that will also be normally stored inside the lagoon. The Contractor must install a storm water pump in the sludge lagoon's sump, adjacent to the lagoon's service ramp. This pump will remove storm water from the sludge lagoon and pump it to the adjacent plant storm water pump station.

The Contractor shall provide Straw waddles and maintain them thru out the contract to help keep solids from entering the storm water. The waddles will be used in the area of dewatered solids and in the area of the lagoon's sump.

Sludge Removal from the Sludge Lagoons

For both plants, all dewatering equipment will be permanently staged at the end of the Sludge Lagoons and the accumulated sludge in these lagoons must be fed into the dewatering equipment. The equipment used to feed the accumulated sludge into the dewatering equipment will be some type of dredge or pump capable of operating with and pumping sludge that is generally 2-5% solids and be capable of operation in shallow bodies of water under potentially adverse conditions such as wind and rain.

The completion of the removal of accumulated sludge in a lagoon occurs when a lagoon has less than 6" of sludge remaining on the concrete floor in any one location and the remaining portions of the lagoon have been scraped clean using the City's Front End Loader.

Homogenizing Storage Tank

The Contractor will provide a homogenizing storage tank to feed all pumped accumulated sludge. Polymer addition shall take place in the homogenizing tank. The tank shall have adequate mixers and resident time to allow the polymer to be as effective as possible. The homogenizing tank shall be permanently staged with the dewatering equipment. Flows from the homogenizing tank to the dewatering equipment shall be flow metered, monitored, and totalized. The flows must be reported to the City daily and will be used in the invoicing process.

Polymer for Dewatering Services

Polymers used in the dewatering process shall be National Standards Foundation (NSF) approved for drinking water. All polymers used must be approved by the City. Polymer usage in the dewatering process must be flow metered, monitored, and totalized. The flows must be reported to the City daily and will be used in the invoicing process.

Decant Discharge to Sanitary Sewer Flow Meter Requirements Flow Limit

For both water treatment plants the decant discharge SS flow must be continuously monitored with a flow meter that will continuously record and summarize the following: Daily Totalized Flow, Daily Average Flow, and Daily Peak Flow as well as display current flow. Both plants have a 200 gpm SS Peak Flow Limit so normal decant flows of less than 200 gpm may need to be considered operationally. EAFWTP has additional limits during times of precipitation so the dewatering process may not always be possible during rain events and/or flow restrictions allowing during nigh off peak times.

Decant Discharge Hose and Hose Protector Ramps

Contractor shall provide the necessary decant discharge hose required to get the decant discharge into the sanitary sewer (SS) system and appropriate hose protector ramps for each Plant. The hose length is approximately 700 ft. at FWTP and approximately 100 ft. at SRWTP. The actual length will vary depending upon the Contractors actual location of the centrifuge and its connection arrangement. Each plant will require 14ft. wide hose protector ramps with H-20 rating capable of supporting the City Front-End Loader and loaded Sludge hauling Tractor Trailer combinations (generally transfers, end dumps, and 10-wheel dumps) which will periodically pass over the hose. Note: The hose protector ramps may have to be large enough to also protect the Contractors electrical feed cable and/or the Influent hose from the City’s Lagoons and/or the Contractors Homogenizing tanks.

Electrical Service

The City will provide a ground accessible 480 VAC, 3-phase electrical service to the Contractor at no charge for the service or power cost. However, the Contractor must provide the proper connection(s) or connector(s) and all electrical cabling to the City electrical service for distribution and operation of all dewatering equipment including all centrifuge(s) or belt press and conveyance equipment, homogenizing tank and mixers, and sludge influent pump(s). A separate service will be provided at EAFWTP for FWW Pumping work. Depending upon the Contractors equipment arrangement the electrical service will most likely be close to the Contractors dewatering equipment. The Contractor will want to protect the cable with 10 ft. wide cable protector ramps capable of supporting the City Front End Loader and Sludge hauling Tractor Trailer combinations (generally transfers, end dumps, and 10-wheel dumps) which will periodically pass over the protector ramps when accessing lagoons. The actual distance and number of protectors can be verified at the mandatory pre-bid conference. The maximum electrical service the City can provide at each plant as indicated below:

EAFWTP: 480 VAC 3 PH 300A for Dewatering Services
 480 VAC 3 PH 15A for FWW Pumping

SRWTP: 480 VAC 3 PH 125A for Dewatering Services
 (No FWW Pumping)

Use of City Loader and Fork Lift for Dewatering Services

Each plant has a John Deer 740, 3 in1 bucketed, front end Loader and a forklift that the Contractor may use periodically for the specific purpose of providing the dewatering services to the City. Front end loader use is expected when stirring and pushing liquid solids in the lagoons and stacking out dewatered solids in the lagoons. Forklift use is expected when mobilizing equipment, moving equipment, unloading polymer, and final demobilization.

The Contractor must provide operational staff licensed and/or certified in the safe operation of front end loaders and forklifts. Copies of operator licenses and/or certifications must be provided to the City prior to use of equipment. When the Contractor is utilizing this equipment the Contractor is responsible for it and if damaged while in the Contractors use, the Contractor is responsible for timely repair(s) and or replacement. The coordination and scheduling of the equipments use will be scheduled through the City's Operation and Maintenance Staff. Contractor operational staff shall be responsible for thorough cleaning of equipment with fire hose after use, prior to returning it to plant operational staff.

Potable Water

There are potable water sources available at each Plant and at each lagoon. Both EAFWTP and SRWTP have potable water sources at each lagoon. Each potable water source generally has a 2-1/2" fire hose type connection and 1" garden hose type connection with a pressure of about 35-40 psi.

Sanitation Facilities

The Contractor shall provide sanitation facilities, continuously for the Contract duration, for Contractor's operator staff.

Protection of Existing Plant Facilities and Equipment

The Contractor shall take appropriate steps to protect and avoid causing damage to all existing plant facilities, equipment, front end loaders, or forklifts. The Contractor must also avoid causing damage to any other Contractors facilities or equipment that maybe performing work on the plant sites. The Contractor will be required to repair or replace any facilities, equipment, loaders, or forklifts damaged because of Contractor actions or negligence, at no additional cost to the City.

Contractor Dewatering Services Coordination with City

The Contractor shall coordinate the dewatering services work and operation with each plant's operational staff and City's Contract representative. During dewatering operation, the Contactor shall host daily update meetings where operational information, data, problems, and needs can be discussed. Also, mutual sampling may occur for moisture analysis.

City Inspection

The City has the right to inspect and observe, at any time, all aspects of the dewatering services being performed at the plants by the Contractor.

Contractor Safety

The Contractor is responsible for safety, in and around, all provided dewatering equipment, operating or not, used for dewatering service. The Contractor shall have periodic safety meetings concerning the dewatering equipment. All Contractor employees, prior to starting work at any the Plants shall attend a mandatory on-site safety meeting put on by the City for chlorine safety.

Contractor Equipment Maintenance

The Contractor must keep the dewatering equipment fully maintained and ready for reliable continuous operation. Maintenance is important and for this reason maintenance functions shall be scheduled and occur when the need for dewatering services is not operationally needed for the plants. The Contractor must schedule maintenance with the plants operational staff. If there is an equipment breakdown the Contractor must immediately inform the City and take immediate actions to repair the equipment so the plant operation is not affected by the breakdown.

Contractor Housekeeping

The Contractor shall perform general and detailed housekeeping to the dewatering equipment, sanitary facilities, and the plant areas designated and/or used by the Contractor for dewatering service work clean and orderly.

Composite Sampling of Sludge

The Operator will composite hourly influent sludge and dewatered sludge cake. The City and the Operator will meet daily to take and split samples of both. The samples will be tested for % moisture by both and the results will be compared initially. If the results generally compare well, the City may elect to take samples for comparison randomly throughout the Contract.

Daily Operational Data and Information

The Operation Staff shall keep hourly operational logs and records available for inspection at all times by the City. One of the logs will be a daily summary log which shall contain the following information: summarize and totalized flows in/out of the dewatering equipment, % moisture of influent slurry, polymer totalized flows, and % moisture of dewatered cake, calculated dts produced, totalized decant flows to SS, and FWW transfer flows at FWTP. The monthly summary will be included in the monthly payment request to the City.

Plant Security

By requirement of the Federal Government and the City of Sacramento, each water treatment plant site has controlled and secure access points. For this reason, Contractor employees and delivery of any equipment, materials, and process chemicals for the Contractor shall enter the main plant access gates and shall follow the latest plant security protocol as determined and instructed by the plant operations staff.

Bid Item Descriptions

Bid Item 1-2013 Mobilization

The one-time cost to fully mobilize all dewatering service equipment and associated equipment at each water treatment plant site. The mobilization includes that all equipment is fully setup, functional, and tested and is ready to operate and dewater solids. No separate charges for Bid Items 4a, 4b and 4c will be incurred as part of the mobilization process.

Bid Items 2- 2013 to 2015 Dewatering Unit and Associate Equipment Monthly Rental

The reoccurring monthly rental of dewatering centrifuge or 3-belt belt press unit and all associated equipment, tanks, pumps, hoses, sanitation facilities and other items needed to perform the complete dewatering services for the City, except for polymer, FWW slurry pumping, the City's moisture analyzer instrumentation, and dewatering operational staff.

Bid Items 3-2013 to 2015 Polymer

The reoccurring monthly use of polymer for the dewatering centrifuge or belt press for the dewatering process. The City will pay actual polymer costs including taxes, transportation and shipping. The polymer is to be billed monthly on a per gallon or lb. used basis. Actual polymer invoices must be used to document the cost basis. Polymer use will be recorded on a daily basis. The performance of the polymer is critical to the dewatering process. There may be times when a polymer change may need to be considered as recommended by the Contractor. Any change in polymer must be tested before being implemented, be well documented, and approved by the City. All polymers must be NSF approved. Spill containment is needed for all polymer storage on-site.

Bid Items 4a-2013 to 4a-2015 Operator Mobilization and Demobilization

The operator(s) needed to operate and perform the dewatering service will periodically need to travel to and from the City. The City will pay actual travel costs. The travel cost may include direct round trip coach airfare to/from Sacramento and airport parking or airport shuttle transportation to and from the operator's home. All Operator mobilization/demobilization costs must be documented with actual invoices.

Bid Items 4b-2013 to 4b-2015 Operator Hourly Rate

All Operators shall be employees of the Contractor. The Contractor will charge an hourly rate for each Operator. The hourly rate will be standardized for all Operators and shall include all benefits that have typically been a part of the Operators pay. The hourly rate will apply to the actual operation of the dewatering services work. The City will pay monthly on submitted actual operator time cards. A normal work day is 10 hrs/days, 5 days/week.

Bid Items 4c-2013 to 4c-2015
Operator Daily per diem Rate

Each Operator will receive a daily per diem rate for items such as rental car, lodging, and food while in operation. The per diem rate can include weekends, if the Operator works at least one day of the weekend. The City will pay monthly on submitted actual operator time cards.

Bid Items 4d-2013 to 4d-2015
Operator: Interrupted Hourly Standby

At FWTP because of the plant's SS sewer permit, a shift maybe interrupted do to measureable precipitation requiring the dewatering process to be stopped because decant cannot be discharged to the sewer.

Bid Items 4e-2013 to 4e-2015
Operator: Full 10hr. Shift Standby

At FWTP because of the plant's SS sewer permit, a full shift(s) maybe interrupted do to measureable precipitation requiring the dewatering process because decant cannot be discharged to the sewer.

Bid Items 4d-2013 to 4d-2015
% Markup on Bid Items 3, 4a, 4b, 4c, 4d, 4e

The City will pay the bid markup for the Contractors accurate processing of the Operators bid items 3,4a,4b,4c,4d,4e.

Bid Items 5-2013 to 5-2015
FWW Slurry Pumping at FWTP

Periodically, the residual solids deposited in the EAFWTP Filter Wash Water (FWW) Lagoons must be transferred by pump to a Sludge Lagoon that is being dewatered. The distance from the FWW to the Sludge Lagoons is approximately 1,200ft. The Contractor will provide transfer pump, pump controls, hose and a totalizing flow meter. The City will pay for the pumping based upon the total gallons pumped.

Bid Items 6-2013
Moisture Analyzer Instrumentation

The City will pay the bid price for two specified moisture analyzers when provided during the dewatering services mobilization process.

Bid Items 7-2015
Demobilization

The one-time cost to fully demobilize all dewatering service equipment and associated equipment

at each water treatment plant site. The demobilization shall include the removal and return of all equipment and the complete cleanup of the dewatering services area to the City's satisfaction. No separate charges for Bid Items 4a, 4b, and 4c will be incurred as part of the demobilization process.

Project Specific Questions and Answers:

1. Our centrifuge dewatering equipment will require 250 to 300A 480VAC.

Answer: At EAFWTP there is sufficient power available up to 300A 480VAC. At SRWTP there is only 125A 480VAC available. Because of this limit, we will specify that a centrifuge or belt press can be the dewatering process used at SRWTP. The belt press should be a 3-Belt, Belt Press. The Belt Press will have a single gravity belt section and double pressure belt section. The belt press is required to meet the minimum 20% solids requirement and the maximum 200gpm decant sewer discharge rate.

2. When is it anticipated that the equipment would be provided at EAFWTP?

Answer: EAFWTP is expected to now be out of service for maintenance until mid February 2013. Sludge Lagoon #1 is currently full of sludge. Because the plant will be operational it is desired to have the equipment mobilized and operational first at FWTP as soon after the contract approval as possible. It is desired to start the dewatering process as soon as possible, in Sludge Lagoon #1 and complete that process in March.

3. When is it anticipated that the equipment would be provided at SRWTP?

Answer: SRWTP is expected to taken out of service for maintenance in mid-February 2013 and remain out of service until late March 2013. Sludge Lagoons #1 and #2 are currently empty and Lagoon #3 is full of sludge. Sludge Lagoon #1 may be utilized soon so will have sludge in it too. It is desired to start the dewatering process in March/April and have all both lagoons fully available to the plant on April 1, 2013.

4. Reason for questions 1 and 2, is that it was mentioned that typically the dewatering equipment is only operated when the WTP's are in operation and there are scheduled outages at SRWTP around the time when the project might be beginning.

Answer: The dewatering process can occur when a plant is in operation or out of service.

5. Is the City plant staff operating loaders for both mixing the alum slurry in the lagoons and moving the cake piles during the dewatering operations?

Answer: The City has one staff person that normally operates the loaders. That person is generally available and can be scheduled during the normal working hours of M-Th 6:30am-3pm. However, that person may not always available as there are sometimes other job duties that are being performed. For that reason the dewatering operations staff provided should be have experience in the general operation large loaders and

forklifts. A City staff person will give the contractors operational staff specific training on the City's loader and forklift.

6. Will you please provide the historical monthly dry ton production at each plant for the past couple of years for reference?

Answer: That information is provided in the Technical Documentation

7. Will you provide an average volume, in gallons for backwash events at each plant?

Answer: Total filter backwash events for both plants range between 200,000 to 300,000 gallons/filter. Please note that when FWW transfers are occurring at FWTP the transfer will be from a non-operational FWW lagoon to a sludge lagoon and City Staff will make FWW transfers at SRWTP. Past FWW transfers at FWTP have generally ranged between 200,000 to 300,000 gallons.

8. Will you please specify the distance from the 2-1/2" potable water connection to each of the dewatering staging areas for each of the two plants?

Answer: There is one 2-1/2" potable water wharf hydrant available at each of the lagoon entrance service ramps. Depending on the exact location and arrangement of the dewatering equipment and their connection needs will govern the exact distance.

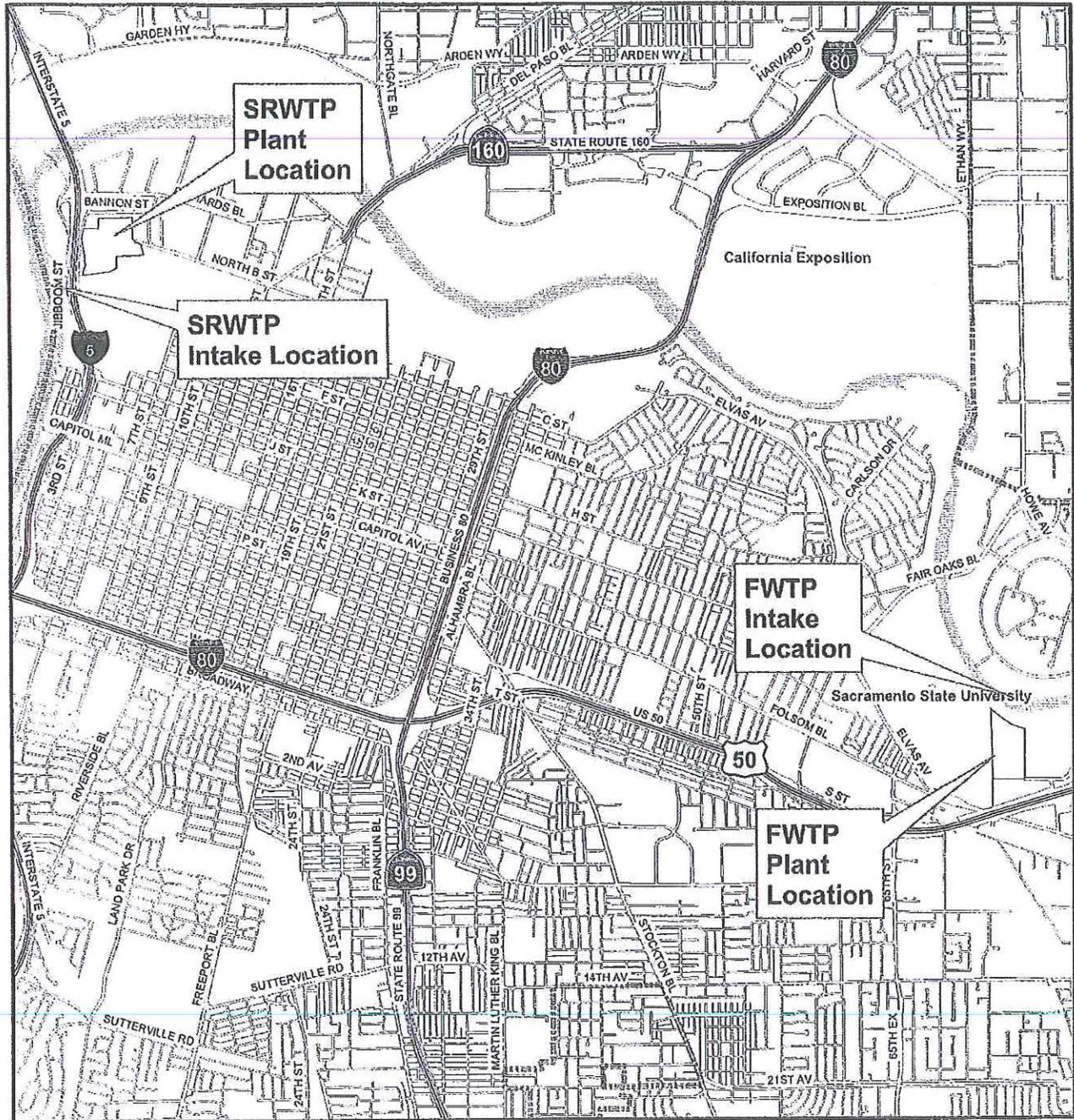
9. Item 3-2013 to 2015 on the pricing schedules relate to polymer costs and the unit of measure is gallons. The presumably assumes that the Contractor will utilize liquid polymer to aid the dewatering process. As the utilization of dry powdered polymer is also a standard within the dewatering industry, would it be possible to bid Item 3 as a pound (lb.) unit measure?

Answer: Yes, we will modify the bid schedule to allow both gallons or pounds.

10. Please advise if there is an engineer's estimate available relating to the total anticipated value of the bid?

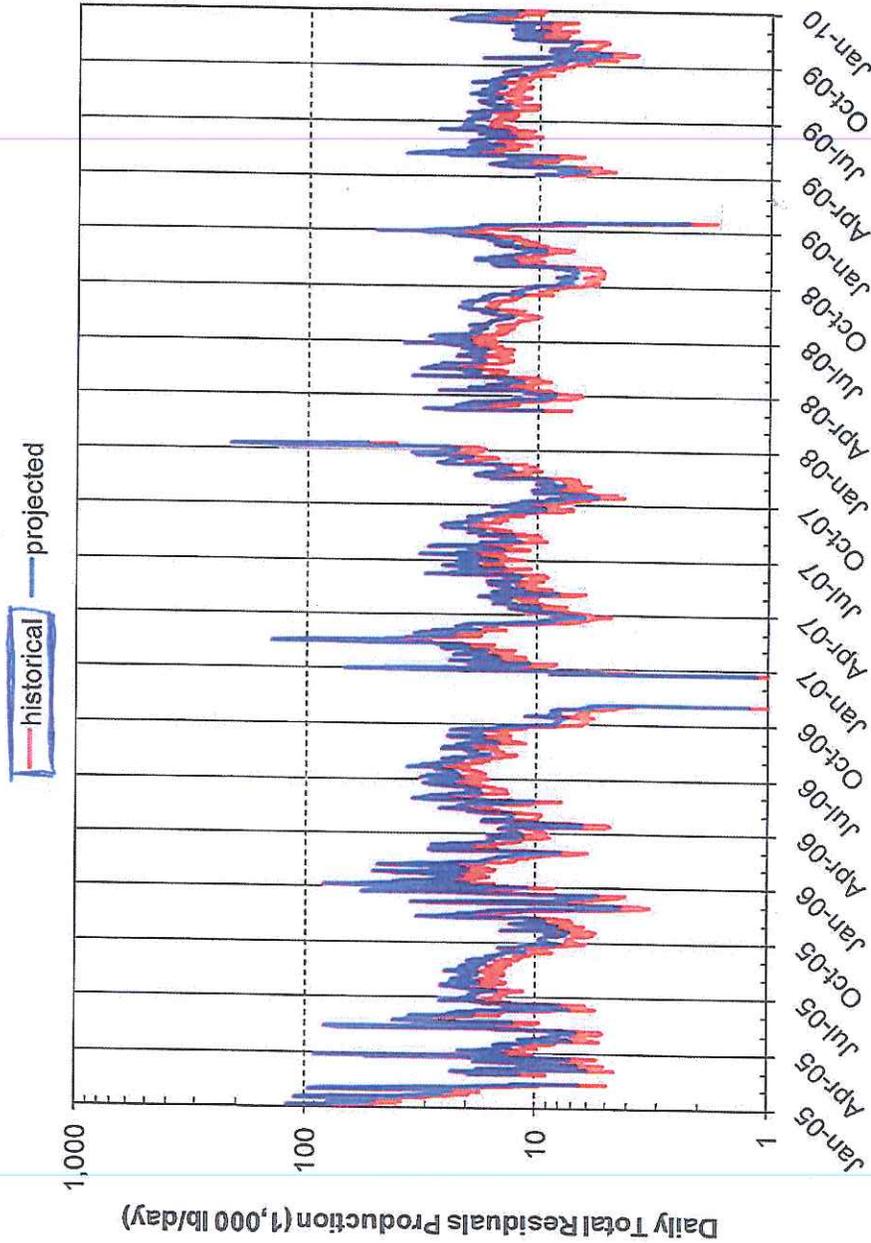
Answer: Yes, roughly \$2.5 million.

City of Sacramento
EAWTP & SRWTP Locations



Sacramento River Water Treatment Plant

SR historical and projected data



DEPARTMENT OF UTILITIES

carollo

pwr://Carollo/Documents/CA/Sacramento/8470A10/TM5/Fig 5.6

DRY RESIDUALS PRODUCTION (LB/DAY) - BY DATE

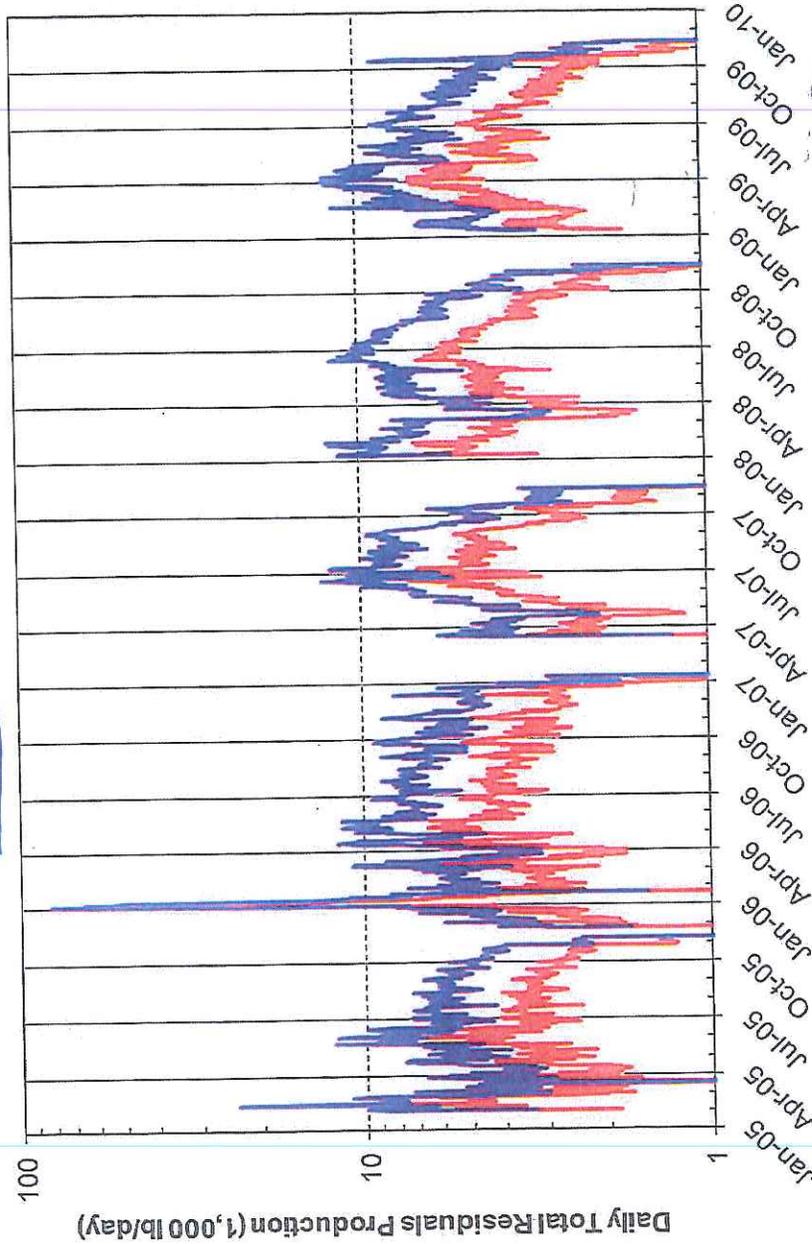
FIGURE 5.6

CITY OF SACRAMENTO DEPARTMENT OF UTILITIES
WATER TREATMENT PLANTS REHABILITATION PROJECT

EA Fairbairn Water Treatment Plant

EAF historical and projected data

historical ultimate capacity



DRY RESIDUALS PRODUCTION (LB/DAY) - BY DATE

FIGURE 6.6

CITY OF SACRAMENTO DEPARTMENT OF UTILITIES
WATER TREATMENT PLANTS REHABILITATION PROJECT



SECTION III
BIDDER RESPONSE DOCUMENTS

SECTION III – BIDDER RESPONSE DOCUMENTS

A. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL BIDDER PRIOR TO START OF CONTRACT

The following documents are required to be completed and submitted by the successful bidder prior to the award of the Contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the Contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the Contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

B. BID SECURITY (Required, Provide with Bid) See Section I – Requirements.

C. PERFORMANCE BOND (Required, Provide with Contract) See Section I – Requirements.

D. PAYMENT BOND (Not Required for this Contract)

SECTION III – BIDDER RESPONSE DOCUMENTS

E. DRUG FREE WORKPLACE POLICY AND AFFADAVIT (PROVIDE WITH BID)

*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 A CONTRACT, 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: _____

BY: _____ Date: _____
Signature Title

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

F. ITEMS REQUIRING BIDDER RESPONSE (PROVIDE WITH BID)

NOTE: Bidders must provide responses where indicated to the following items numbered 1,2,3,4,5, and 6. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City’s contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Economic Development, at (916) 808-6747.

A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

- YES** – Our firm is certified by the City of Sacramento as a small business enterprise.
- NO** -Our firm submitting is not certified by the City of Sacramento as a small business enterprise.

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

B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

- YES** - Our firm is certified by the City of Sacramento as an emerging business enterprise.
- NO** - Our firm is not certified by the City of Sacramento as an emerging business enterprise.

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

2. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [] or No [] (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE “BID INSTRUCTIONS AND REQUIREMENTS”, PARAGRAPH 11 (ENTITLED “PAYMENT DISCOUNTS”).

3. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [] or No []

If Yes, what percentage discount would you offer the City to be paid through EFT? _____%

4. CITY OF SACRAMENTO BOYCOTT OF ARIZONA-HEADQUARTED BUSINESSES:

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:

State Where Bidder is Headquartered

5. EXPERIENCE DOCUMENTATION

The Dewatering Services Contractor shall have a minimum of ten years of continuous dewatering services experience. The Contractor shall in the last six years, have at least three or more dewatering services projects at drinking water treatment plant dewatering residual solids. The Contractor must list the total number of years experience and provide dewatering services project details and references for at least three drinking water dewatering service projects that have occurred in the past six years.

I, the Bidder and Contractor _____, have ____years of continuous dewatering services experience.

A. Past Project #1:

AgencyName/Location: _____

Contact Name/Phone# _____

Contractor's On-site Project Manager: _____

Equipment Used: _____

Dates: _____ Material Dewatered: _____ Approx. Dry Tons Solids: _____

B. Past Project #2:

AgencyName/Location: _____

Contact Name/Phone# _____

Contractor's On-site Project Manager: _____

Equipment Used: _____

Dates: _____ Material Dewatered: _____ Approx. Dry Tons Solids: _____

C. Past Project #3:

AgencyName/Location: _____

Contact Name/Phone# _____

Contractor's On-site Project Manager: _____

Equipment Used: _____

Dates: _____ Material Dewatered: _____ Approx. Dry Tons Solids: _____

6. CONTRACTOR PROPOSED DEWATERING SERVICES PLAN FOR THE CITY OF SACRAMENTO

The Contractor must write, in detail, a proposed plan for providing Dewatering Services. Included in that written plan must be information about dewatering equipment and associated equipment located at both plants including equipment operational perimeters, production and discharge rates, dewatering operations and operators, and a proposed mobilization plan and mobilization schedule.

D. SECTION III – BIDDER RESPONSE DOCUMENTS

G. BID SCHEDULE AND BID SCHEDULE WORK SHEETS (PROVIDE WITH BID)

Bidders Name: _____

The bidder noted above hereby proposes and agrees to furnish any and all required labor, equipment, material, transportation, and services for:

Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants

The Services herein described will be provided, starting in February 2013 and continuously through early to mid-year 2015, unless project is completed early or extended due to unforeseen construction delays, in the City of Sacramento at both the City’s Drinking Water Treatment Plants. Services will be performed in conformity with these specifications and provisions, all as on file in the Office of the City Clerk, at the unit costs shown in the Bid Schedule and Bid Schedule Work Sheets below. (Note: The Summary Bid Schedule is developed by first completing the attached 2013, 2014, and 2015 Bid Schedule Work Sheets. For bidding purposes, please provide a full year’s costs for 2015. The Unit Prices listed by the Bidder for 2013, 2014, and 2015 will be binding for the Contract and its duration. The Bid Totals listed by the Bidder for 2013, 2014, and 2015 are for Bid Evaluation purposes against other Bidders and for a Total Not-to-Exceed Contract Amount).

Summary Bid Schedule

Year	Description	EAFWTP Bid Total	SRWTP Bid Total
2013	Bid Items 1,2,3,4a,4b,4c,4d,4e,4f,5,6		
2014	Bid Items 2,3,4a,4b,4c,4d,4e,4f,5,6		
2015	Bid Items 2,3,4a,4b,4c,4d,4e,4f,5,7		
SUBTOTALS			

EAFWTP 2013, 2014, and 2015 Bid Total Amount Summary = _____

SRWTP 2013, 2014, and 2015 Bid Total Amount Summary = _____

Total Bid and Contract Not-to-Exceed Amount = _____

Bidders Name: _____

BID NO. 13141111005

2013 Bid Schedule, provide this page with Bid

Bid Item No.	Bid Assumption/Plant	EAFWTP 2013 Unit Cost (By Bidder)	EAFWTP Units	EAFWTP 2013 Bid Cost Total (By Bidder)	SRWTP 2013 Unit Cost (By Bidder)	SRWTP Units	SRWTP 2013 Bid Cost Total (By Bidder)
1-2013	Mobilization for Item 2-2013	(\$/Mob/project)	Once/project		(\$/Mob/project)	Once/project	
2-2013	Monthly Rental for Dewatering Unit & Equip	(\$/mo)	12 months/yr. (Centrifuge)		(\$/mo)	12 months/yr. (Centrifuge or Belt Press)	
3-2013	Polymer Cost	(\$/gals or \$/lb.)	900 dts/yr. x 40lbs/dts		(\$/gals or \$/lb.)	2,200 dts/yr. x 20lbs/dts	
4a-2013	Operator: Mobilization/ Demobilization	(\$/mob&demob)	3mobs/de x 12mo/yr.		(\$/mob&demob)	3mobs/de x 12mo/yr.	
4b-2013	Operator: Inclusive Operational Hourly Fee	(\$/hr)	200hrs/mo x 12mo/yr.		(\$/hr)	200hrs/mo x 12mo/yr.	
4c-2013	Operator: Daily Living per diem	(\$/day)	20 days/mo. x 12mo/yr.		(\$/day)	20 days/mo. x 12mo/yr.	
4d-2013	Operator: Interrupted Hourly Standby	(\$/hour)	15hrs/mo.		N/A	N/A	-0-
4e-2013	Operator: Full 10hr. Shift Standby Rate	(\$/hour)	20hrs/mo.		N/A	N/A	-0-
4f-2013	% Markup on Bid items 3,4a,4b,4c,4d,4e	(%)	%x3,4a,b,c,d,e Totals		(%)	%x3,4a,b,c Totals	
5-2013	FWW Slurry Pumping to Sludge Lagoon	(\$/gal)	2mg/time x 2/yr.		N/A	N/A	-0-
6-2013	Provide New A&D MX-50 Moisture Analyzers	(\$/analyzer)	1 analyzer		(\$/analyzer)	1 analyzer	
7-2013	Demobilization for Item 2-2013	N/A	Once/project	-0-	N/A	Once/project	-0-
8-2013	2013 Bid Totals Per Plant			(EAFWTP)			(SRWTP)

Bidders Name: _____

BID NO. 13141111005

2013 Bid Totals	(Both EAFWTP & SRWTP)

Bidders Name: _____

BID NO. 13141111005

2014 Bid Schedule Work Sheets, provide this page with Bid

Bid Item No.	Bid Assumption/Plant	EAFWTP 2014 Unit Cost (By Bidder)	EAFWTP Units	EAFWTP 2014 Bid Cost Total (By Bidder)	SRWTP 2014 Unit Cost (By Bidder)	SRWTP Units	SRWTP 2014 Bid Cost Total (By Bidder)
1-2014	Mobilization for Item 2-2014	N/A Provided in 2013	Once/project	-0-	N/A Provided in 2013	Once/project	-0-
2-2014	Monthly Rental for Dewatering Unit & Equip	(\$/mo)	12 months/yr. (Centrifuge)		(\$/mo)	12 months/yr. (Centrifuge or Belt Press)	
3-2014	Polymer Cost	(\$/gals or \$/lb.)	900 dts/yr. x 40lbs/dts		(\$/gals or \$/lb.)	2,200 dts/yr. x 20lbs/dts	
4a-2014	Operator: Mobilization/ Demobilization	(\$/mob&demob)	3mobs/de x 12mo/yr.		(\$/mob&demob)	3mobs/de x 12mo/yr.	
4b-2014	Operator: Inclusive Operational Hourly Fee	(\$/hr)	200hrs/mo x 12mo/yr.		(\$/hr)	200hrs/mo x 12mo/yr.	
4c-2014	Operator: Daily Living per diem	(\$/day)	20 days/mo. x 12mo/yr.		(\$/day)	20 days/mo. x 12mo/yr.	
4d-2014	Operator: Interrupted Hourly Standby	(\$/hour)	15hrs/mo.		N/A	N/A	-0-
4e-2014	Operator: Full 10hr. Shift Standby Rate	(\$/hour)	20hrs/mo.		N/A	N/A	-0-
4f-2014	% Markup on Bid items 3,4a,4b,4c,4d,4e	(%)	%x3,4a,b,c,d,e Totals		(%)	%x3,4a,b,c Totals	
5-2014	FWW Slurry Pumping to Sludge Lagoon	(\$/gal)	2 mg/time x 4/yr.		N/A	N/A	-0-
6-2014	Provide New A&D MX- 50 Moisture Analyzers	N/A Provided in 2013	1 analyzer	-0-	N/A Provided in 2013	1 analyzer	-0-
7-2014	Demobilization for item 2-2014	N/A Until 2015	Once/project	-0-	N/A Until 2015	Once/project	-0-
8-2014	2014 Bid Per Plant Totals			(EAFWTP)			(SRWTP)

Bidders Name: _____

BID NO. 13141111005

2014 Bid Totals	(Both EAP/TP & SRWTP)

Bidders Name: _____

BID NO. 13141111005

2015 Bid Schedule Work Sheets, provide this page with Bid									
Bid Item No.	Bid Assumption/Plant	EAFWTP 2015 Unit Cost (By Bidder)	EAFWTP Units	EAFWTP 2015 Bid Cost Total (By Bidder)	SRWTP 2015 Unit Cost (By Bidder)	SRWTP Units	SRWTP 2015 Bid Cost Total (By Bidder)		
1-2015	Mobilization for Item 2-2015	N/A Provided in 2013	Once/project	-0-	N/A Provided in 2013	Once/project	-0-		
2-2015	Monthly Rental for Dewatering Unit & Equip	(\$/mo)	4 months/yr. (Centrifuge)		(\$/mo)	4 months/yr. (Centrifuge or Belt Press)			
3-2015	Polymer Cost	(\$/gals or \$/lb.)	225 dts/yr. x 40lbs/dts		(\$/gals or \$/lb.)	500 dts/yr. x 20lbs/dts			
4a-2015	Operator: Mobilization/ Demobilization	(\$/mob&demob)	3mobs/de x 4months		(\$/mob&demob)	3mobs/de x 4months			
4b-2015	Operator: Inclusive Operational Hourly Fee	(\$/hr)	200hrs/mo. x 4months		(\$/hr)	200hrs/mo. x 4months			
4c-2015	Operator: Daily Living per diem	(\$/day)	20 days/mo. x 4months		(\$/day)	20 days/mo. x 4months			
4d-2015	Operator: Interrupted Hourly Standby	(\$/hour)	10hrs/mo.		N/A	N/A	-0-		
4e-2015	Operator: Full 10hr. Shift Standby Rate	(\$/hour)	10hrs/mo.		N/A	N/A	-0-		
4f-2015	% Markup on Bid items 3,4a,4b,4c,4d,4e	(%)	%x3,4a,b,c,d,e Totals		(%)	%x3,4a,b,c Totals			
5-2015	FWW Slurry Pumping to Sludge Lagoon	(\$/gal)	2mg/time x 1/yr		N/A	N/A	-0-		
6-2015	Provide New A&D MX- 50 Moisture Analyzers	N/A Provided in 2013	1 analyzer	-0-	N/A Provided in 2013	1 analyzer	-0-		
7-2015	Demobilization for Item 2-2015	(\$/demob/project)	Once/project		(\$/demob/project)	Once/project			
8-2015	2015 Bid Per Plant Totals			(EAFRWTP)			(SRWTP)		

Bidders Name: _____

BID NO. 13141111005

2015 Bid Totals	(Both EAFWTP & SRWTP)
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SECTION III – REQUIREMENTS

H. BID SIGNATURE PAGE, PROVIDE WITH BID

FOR SERVICES known as Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants BID NO. B13141111005

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: _____

ADDRESS: _____

PHONE #: _____ FAX #: _____ E-MAIL: _____

STATE TAX I.D. #: _____ FED. TAX I.D. #: _____

City of Sacramento Business Operation Tax Certificate #: _____

(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership
 Corporation Limited Liability Company
 Other (please specify: _____)

BY: (signature of authorized person) _____

PRINT NAME: _____

TITLE: _____

CONTACT PHONE/Email: _____

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT

SECTION IV

PROJECT #:

PROJECT NAME: Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants

DEPARTMENT: Department of Utilities

DIVISION: Plant Services

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

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

Name of Contractor
Address Phone/Fax

("CONTRACTOR"), who agree as follows:

1. Contract. The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

- Invitation to Bid
Instructions to Bidders
Certificate(s) of Insurance
Drug-Free Workplace Policy and Affidavit
Declaration of Compliance (Equal Benefits Ordinance)
Declaration of Compliance (Living Wage Ordinance)
Workers' Compensation Certificate
Contractor's Bid Proposal Form
ESBD Program Statement
Technical Specifications

1. Services. Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

2. Payment. CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B,

or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

5. **Living Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements.

6. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

7. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

8. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO

A Municipal Corporation

By: _____

Print name:

Title: _____

For: John F. Shirey, City Manager

ATTEST:

City Clerk

APPROVED TO AS FORM:

City Attorney

Attachments

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

CONTRACTOR:

NAME OF FIRM

Federal I.D. No.

State I.D. No.

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

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

Signature of Authorized Person

Print Name and Title

Additional Signature (*if required*)

Print Name and Title

**DECLARATION OF COMPLIANCE
Living Wage Ordinance**

Name of Contractor:

Address:

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

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
3. If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contract, and pursue all available legal and equitable remedies.
6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.
7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.
8. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by

Contractor or by any subcontractor retained to perform work or provide services under this Contract.

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

Signature of Authorized Representative

Date: _____

Print name: _____

Title: _____

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor:

Address:

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

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

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor 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. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, 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; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

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

Signature of Authorized Representative

Date: _____

Print name: _____

Title: _____

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

Craig Chalmers, Senior Engineer
City of Sacramento, Department of Utilities
301 Water Street, Sacramento, CA 95811
PH: (916) 808-1418 FAX: (916) 808-4969 Email: cchalmers@cityofsacramento.org

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

The CONTRACTOR Representative for this Agreement is:

Name/Title
Address
Phone/Fax/E-mail

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

2. **Scope of Services.**

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

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

The services described herein shall be provided until the City, in its sole discretion, determines that the new residual solids dewatering facilities are completed and functional. The City estimates that dewatering services will be needed for a period of two years. However, due to the unpredictable nature of construction this Agreement shall not exceed a total of five (5) years from date of award.

EXHIBIT B NONPROFESSIONAL SERVICES

AGREEMENT FEE SCHEDULE/MANNER OF

PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$_____.

2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. [*Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".*]

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**

A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

B. All invoices submitted by CONTRACTOR shall contain the following information:

- (1) Job Name
- (2) Description of services billed under this invoice, and overall status of project
- (3) Date of Invoice Issuance
- (4) Sequential Invoice Number
- (5) CITY's Purchase Order Number
- (6) Total Contract Amount
- (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
- (8) Total Billed to Date
- (9) Total Remaining on Contract
- (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*City of Sacramento, Plant Services Division
1391 35th Avenue, Sacramento, CA 95822
(916) 808-1464
Attn: Alaina Jordan*

5. Additional Services. Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.

6. Accounting Records of CONTRACTOR. During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. Taxes. CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

EXHIBIT C NONPROFESSIONAL SERVICES

AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*] _____ Not furnish any facilities or equipment for this Agreement; or

_____ X Furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

- 1. E.A. Fairbairn Water Treatment Plant
 - a. Ground accessible 480 VAC, 3phase electrical service
 - b. Potable water source at each Sludge Lagoon
 - c. One (1) Front end loader available for scheduled use by Contractor
 - d. One (1) Forklift available for scheduled use by Contractor

- 2. Sacramento River Water Treatment Plant
 - a. Ground accessible 480 VAC, 3phase electrical service
 - b. Potable water source at each Sludge Lagoon
 - c. One (1) Front end loader available for scheduled use by Contractor
 - d. One (1) Forklift available for scheduled use by Contractor

**EXHIBIT D NONPROFESSIONAL SERVICES
AGREEMENT**

GENERAL PROVISIONS

1. Independent Contractor.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

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

2. Licenses; Permits, Etc. CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. Time. CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. CONTRACTOR Not Agent. Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. Conflicts of Interest. CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. Confidentiality of CITY Information. During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

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

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall

notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

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

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, 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, 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 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 this Agreement by 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 any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR. The CITY will defend and indemnify the CONTRACTOR for claims arising from the sole negligence of the CITY.

B. Insurance Policies: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

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 the Services provided by CONTRACTOR under this Agreement. 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 or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

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

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

“I certify that a motor vehicle will not be used in the performance of any work or services under this agreement.” _____ (CONTRACTOR initials)

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

X Workers’ Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers’ Compensation insurance shall be required if CONTRACTOR completes the following certification:

“I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers’ Compensation insurance.” _____ (CONTRACTOR initials)

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 for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

X 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 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

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

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

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

collectively referred to as the "Regulations".

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

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

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. Entire Agreement. This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Waiver. Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. Enforcement of Agreement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. Assignment Prohibited. The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. Binding Effect. This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. Use Tax Requirements. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

EXHIBIT E
LIVING WAGE REQUIREMENTS
 (Nonprofessional Service Agreement)

The Living Wage Ordinance

The City of Sacramento’s Living Wage Ordinance (the “LWO”) is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a “contract” or “contracts” will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY’s discretion, on or after March 1, 2004 (the “LWO Effective Date”).

Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. IT IS THE CONTRACTOR’S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.^a

Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.^b

The minimum compensation required is as follows:

- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:

^a The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or
- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

^b A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

- (a) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
 - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.
- (2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:
- (a) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
 - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at www.cityofsacramento.org.

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered

Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

Violations and Monitoring

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

Additional Information

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at www.cityofsacramento.org.
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

EXHIBIT F

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, corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822

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

Attachment B



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

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

The included employee benefits are:

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

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

You May . . .

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

City of Sacramento
 Procurement Services Division
 5730 24th Street, Bldg. 1
 Sacramento, CA 95822

- 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.

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822

- 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

ADDENDUM #1 for Bid No. 13141111005

**Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water
Drinking Water Treatment Plants**

Issued on 1/23/13

The following items and information shall become part of the Bid Documents: The Bid Documents include the Original Bid Request Document Posted on the City's Bid Center/Bid Planet on 1/18/13.

General Bid Items:

1. Bid Date Change

The Bid Date is changed to Wednesday, February 13, 2013 at 2pm.

Delete all references to the Bid Date of February 6, 2013.

Replace the following attached 2 pages of the original bid documents. These 2 pages are revised with the correct Bid Date of Wednesday, February 13, 2013 at 2pm.



CITY OF SACRAMENTO

Department of Utilities/Plant Services

Dept. ID 14001111

Bid Number: B13141111005

INVITATION TO BID And Contract Specifications for

Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants

*Bids Will Only Be Received Up To The Hour of 2:00 P.M. on Wednesday,
February 13, 2013*

Bids Must Be Submitted To: City Clerk's Office
P.O. Box 122391
Sacramento, CA 95812-2391

Non-Mandatory Pre-Bid Conference:

Friday, January 25, 2013 at 9:00 am

Attendance is not required, but strongly recommended, especially when not familiar with the facilities at both plants.

The Conference starts at Sacramento River WTP @ 301 Water St., Sacramento, CA 95811 then continues to the EA Fairbairn WTP @ 7501 College Town Dr., Sacramento, CA 95826

Note: For Security Reasons, to attend and access the plants sites, all Conference attendees must RSVP by 4pm January 24th to Craig Chalmers (916) 808-1418

NAME/ADDRESS OF BIDDER SUBMITTING THIS BID, (Provide this page with Bid):

Name of Bidder: _____

Address: _____

City, State, Zip Code: _____

Bidder Contact Name and Position: _____

Phone/Cell/Email Address: _____

SECTION I – REQUIREMENTS

A. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With:

1. **Additional Copies.** BIDDERS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 2 ADDITIONAL COPIES OF THIS BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.

2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.

a) To obtain an electronic version of this bid go to Procurement’s website at www.cityofsacramento.org/generalservices/procurement/bids (Note: No Category available for Dewatering Services so entered under Categories: 92536, 92642, and 95815).

b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the City Clerk’s Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M. on, Wednesday, February 13, 2013. After opening, Bids may be inspected in the City Clerk’s Office.

(Note: Bids must be submitted not later than 2:00 P.M. on the above date)

c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.

3. **Alternate Bids.** Alternate bids are not allowed.

4. **Bid Security.** Bid Security is: Required Not Required

Bid security (for the total amounts of 2013, 2014, and 2015) approved by the City must accompany the bid, in the amount of 10% of the total amount of the bid. Bid security can be in the form of a cashier’s check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.

5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).

6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.

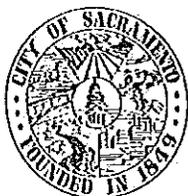
7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.

7A. **City’s Options.** The City intends to award to only one dewatering services Contractor for dewatering services at both plants. The City, however, reserves the following options:

1. The right to reject all partial bids.
2. The right to reject any or all bids or make no award.
3. The right to issue subsequent Invitation For Bids (IFB).
4. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
5. The right to waive any informality or irregularity in the bidding process and any bids.
6. The right to accept a bidder’s signed offer and issue a purchase order directly to the bidder based on the IFB.

SYNAGRO WEST, LLC

(Received 2/13/13)



CITY OF SACRAMENTO

Department of Utilities/Plant Services

Dept. ID 14001111

Bid Number: B13141111005

INVITATION TO BID And Contract Specifications for

Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants

Bids Will Only Be Received Up To The Hour of 2:00 P.M. on Wednesday, February 13, 2013

Bids Must Be Submitted To: City Clerk's Office
P.O. Box 122391
Sacramento, CA 95812-2391

Non-Mandatory Pre-Bid Conference:

Friday, January 25, 2013 at 9:00 am

Attendance is not required, but strongly recommended, especially when not familiar with the facilities at both plants.

The Conference starts at Sacramento River WTP @ 301 Water St., Sacramento, CA 95811 then continues to the EA Fairbairn WTP @ 7501 College Town Dr., Sacramento, CA 95826

Note: For Security Reasons, to attend and access the plants sites, all Conference attendees must RSVP by 4pm January 24th to Craig Chalmers (916) 808-1418

NAME/ADDRESS OF BIDDER SUBMITTING THIS BID, (Provide this page with Bid):

Name of Bidder: Synagro West, LLC

Address: 3845 Bithell Lane

City, State, Zip Code: Suisun City, CA 94585

Bidder Contact Name and Position: John Pugliaresi- Regional Sales Director

Phone/Cell/Email Address: (650) 333-0729 jpugliaresi@synagro.com

**Bid No. B13141111005
Residual Solids Dewatering Services for EA
Fairbairn and Sacramento River Water Drinking
Water Treatment Plants**

City of Sacramento, CA

February 13, 2013

SYNAGRO®



February 11, 2013

Mr. Craig Chalmers
City Clerk's Office
915 I St., Ste. 122391
Sacramento, CA 95814-2604

**Re: Residual Solids Dewatering Services for EA Fairbairn and Sacramento
River Water Drinking Water Treatment Plants Bid No. B13141111005**

Dear Mr. Chalmers:

Synagro West, LLC is pleased to respond to the City of Sacramento's Invitation to Bid for the above mentioned project. We have enclosed for your review our completed bid documents and supplement information.

The specifications call for minimum 20% solids in order for the contractor to be paid. Synagro has performed a bench test to confirm that the 20% requirement is achievable. However, in the unlikely event the minimum solids are not met periodically, Synagro would recommend, as an alternative, and agreed to crediting the city for any additional transportation and disposal that would be incurred as a result of not achieving the 20% requirement providing there is no change in the plants operating procedures and practices.

Should you have any questions or require further information regarding our submittal, please feel free to contact me at (650) 333-0729 or email jpugliaresi@synagro.com. Thank you for the opportunity to submit our bid for this project. We look forward to hearing from you.

Sincerely,

A handwritten signature in black ink that reads "John Pugliaresi | pd". The signature is written in a cursive style with a vertical line separating the name from the initials.

John Pugliaresi
Regional Sales Director

JP:pd

**Bid for
Residual Solids Dewatering Services for EA Fairbairn
And Sacramento River Water Drinking Water Treatment Plants
for the
City of Sacramento, CA**

Table of Contents

Bid Bond

Acknowledgment of Addenda

Section 1.0 Bid Forms

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SYNAGRO WEST, LLC
3845 Bithell Lane
Suisun City, CA 94585

SURETY:

(Name, legal status and principal place of business)

WESTCHESTER FIRE INSURANCE COMPANY
436 Walnut Street, WA10H
Philadelphia, PA 19106

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

CITY OF SACRAMENTO

2500 Venture Oaks Pkwy., Sacramento, CA 95833

BOND AMOUNT: Ten percent of amount bid.
(10% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants

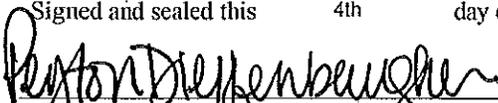
Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

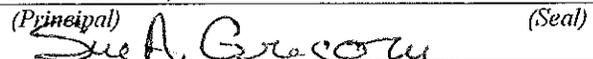
Signed and sealed this 4th day of January, 2013


(Witness) Peyton Dieffenbaugher


(Witness) Aklima Noorhassan

SYNAGRO WEST, LLC

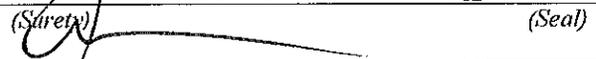
(Principal)

 (Seal)

(Title) Sue A. Gregory - Assistant Secretary

WESTCHESTER FIRE INSURANCE COMPANY

(Surety)

 (Seal)
(Title) Annette Leuschner, Attorney in Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of New York

County of New York

On January 4, 2013 before me, Denise Cucurullo, Notary Public, personally appeared Annette Leuschner, Attorney-in-Fact 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 New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Denise Cucurullo, Notary Public

DENISE CUCURULLO
Notary Public, State Of New York
No. 01CU4783740
Qualified In Nassau County
Commission Expires September 30, 2013

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, do wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Andrea E Goibert, Annette Leuschner, David W Rosehill, James E Marran Jr., Nancy Schnee, Valorie Spates, William A Marino, all of the City of JERICHO, New York, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 19 day of November 2012.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 19 day of November, AD 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written:



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2014

Karen E. Brandt
Karen E. Brandt

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this day of JAN - 4 2013



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER November 19, 2014.

WESTCHESTER FIRE INSURANCE COMPANY - NAIC# 10030

FINANCIAL STATEMENT

DECEMBER 31, 2011

ADMITTED ASSETS

BONDS	\$2,125,068,507
SHORT - TERM INVESTMENTS	21,324,395
STOCKS	0
REAL ESTATE	0
CASH ON HAND AND IN BANK	38,678,940
PREMIUM IN COURSE OF COLLECTION*	49,457,492
INTEREST ACCRUED	18,572,101
OTHER ASSETS	167,396,134
TOTAL ASSETS	<u>\$2,420,497,569</u>

LIABILITIES

RESERVE FOR UNEARNED PREMIUMS	\$187,860,407
RESERVE FOR LOSSES	1,095,977,795
RESERVE FOR TAXES	2,747,690
FUNDS HELD UNDER REINSURANCE TREATIES	5,745,573
OTHER LIABILITIES	23,542,125
TOTAL LIABILITIES	<u>1,315,873,590</u>

CAPITAL: 70,000 SHARES, \$71.43 PAR VALUE	5,000,100
CAPITAL: PAID IN	289,280,640
AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS	112,002,723
SURPLUS (UNASSIGNED)	698,340,516
SURPLUS TO POLICYHOLDERS	<u>1,104,623,979</u>
TOTAL	<u>\$2,420,497,569</u>

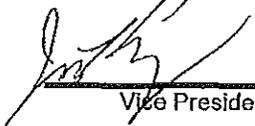
(*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John P. Taylor, being duly sworn, says that he is Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2011.

Sworn before me this April 17, 2012



Vice President



Notary Public

August 8, 2015
My commission expires

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Diane Wright, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Aug. 8, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

ADDENDUM #1 for Bid No. 13141111003

Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants

Issued on 1/8/13

The following items and information shall become part of the Bid Documents:

General Bid Items:

1. Bid Date Change

The Bid Date is changed to Wednesday, January 16, 2013. Thus delete all references to January 9, 2013. The time due (2 P.M.) remains the same.

2. Pre-Bid Mtg Attendance List

The mandatory Pre-Bid meeting attendance list is attached. See Attachment.

Bid Instructions and Requirement Items:

1. 4. Bid Security

The Bid Security of 10% is to be provided for the total value of the bid for 2013, 2014, and 2015.

2. 7A. City's Options

It is the City's intent to award to one dewatering contractor for dewatering services at both plants and for all bid items are needed to facilitate the service. Thus delete all references to the award of part, partial, or in part bids or awards.

3. 10. Performance Bond

The successful Bidder will provide three separate, yearly, 100% Performance bonds which are based upon the Contractor's bid for each year. The Contractor bond form will be approved by the City Attorney. The yearly performance bonds must be provided to the City before dewatering services can begin for that year.

Technical Specification Items:

1. General Requirements

At EAFWTP the dewatering process is specified to be that which uses a centrifuge. At SRWTP the dewatering process is specified to be that which uses a centrifuge or a 3-Belt, Belt Press.

2. Residual Solids/Sludge Quality/Estimated Dewatered Solids Amounts:

The 5-years of historical dry residuals production rates (1,000 #/day) for both plants has been provided for the period; January 2005-January 2010. See Attachments.

At SRWTP the City will be performing a temporary test of a different coagulant. That coagulant will be ACH. The ACH could effect the quality and quantity of the sludge which may also effect the quality and quantity of the sludge that the dewatering equipment produces. If the results of the temporary test leads the City to decide on a permanent coagulant change, there maybe the need for the City and the Contractor to re-evaluate and/or re-negotiate of the some of the Contractual requirements of the Dewatering Services that were based upon the use of Alum as a coagulant.

3. Dewatering Process Specified for both EAFWTP and SRWTP

At EAFWTP the dewatering process is specified to be that which uses a centrifuge. The total power availability is now limited to 300A 480VAC 3phase.

At SRWTP the dewatering process is specified to be that which uses a centrifuge or a 3-Belt, Belt Press. The Belt Press will have a single gravity belt section and double pressure belt section. The decant discharged from the belt press shall pass through a clarification tank that will effectively remove excess solids and turbidity from the decant before it is discharged to the sewer. The belt press is required to meet the minimum 20% solids requirement and the maximum 200gpm decant sewer discharge rate. The total power availability at SRWTP is limited to 125A 480VAC 3phase.

4. Dewatering Equipment Staging/Setup Areas

For EAFWTP the dewatering equipment staging and setup area shall be the asphalt areas just south of Sludge Lagoons #1 and #2.

For SRWTP the dewatering equipment staging and setup area shall be the inside Sludge Lagoon. The Contactor must arrange the dewatering equipment efficiently and efficient manner that minimizes the space utilized as to maximum the space for dewatered solids that will also be normally stored inside the lagoon. The Contractor must Install a storm water pump in the sludge lagoon's sump, adjacent to the lagoon's service ramp. This pump will remove storm water from the sludge lagoon and pump it to the adjacent plant storm water pump station.

Straw waddles will be provided and maintained thru out the contract to help keep solids from entering the storm water. The waddles will be used in the area of dewatered solids and in the area of the lagoon's sump.

5. Dewatered Sludge 20% Minimum Dry Solids By Weight Requirement

The Contractor will be compositing 24hr, hourly samples, daily for verification of the 20% goal compliance and reporting daily the composite sample results to the City. The Contractor may desire, on its own accord, to analyze hourly or more frequent samples for the 20% goal. If the 24hr composite sample is not meeting the 20% goal the Contractor may utilize the more frequent samples to prove to the City what portion of the cake was not meeting the 20% goal.

6. Yearly Plant Maintenance Outages

The anticipated Outage Schedule for both Plants for early 2013 is now estimated to be:

EAFWTP: Late-November 2012 to Mid-February 2013

STWTP: Mid-February 2013 to Early-April 2013

7. Power Availability:

For EAFWTP the total amount of power available has been determined to be 300A 480VAC 3 Phase.

For SRWTP the total amount of power available has been determined to be 125A 480VAC 3 Phase. This is may not be sufficient power to operate centrifuge type dewatering process equipment and the City does not desire to have the Contractor or the City to operate a diesel generator to provide the sufficient power requirements of 250 to 300A. The City will specifically indicate the dewatering process package at SRWTP and EAFWTP.

8. Bid Schedules 2013, 2014, 2015

For 2013, 2014, 2015; Bid Items 2, 3, 4d have been changed. Bid Items 4e and 4f have been added. For Bidders, the Bid Schedules with Addendum #1 indicated on them. See Attachments.

Contract Information Items:

1. 10. Indemnity, A. Indemnity.

Coverage for intellectual property is not applicable to this Contract and will not be required to be included. Delete all references to intellectual property.

The City will defend and indemnify the Contractor for claims arising from their sole negligence or willful misconduct.

2. 10. Indemnity, B. Insurance Policies; Intellectual Property Claims:

Coverage for intellectual property is not applicable to this Contract and will not be required to be included.

Delete all references to intellectual property.

Post Pre-Bid Meeting Questions and Answers:

1. Our centrifuge dewatering equipment will require 250 to 300A 480VAC.

Answer: At EAFWTP there is sufficient power available up to 300A 480VAC. At SRWTP there is only 125A 480VAC available. Because of this limit, we will specify that a centrifuge or belt press can be the dewatering process used at SRWTP. The belt press should be a 3-Belt, Belt Press. The Belt Press will have a single gravity belt section and double pressure belt section. The belt press is required to meet the minimum 20% solids requirement and the maximum 200gpm decant sewer discharge rate.

2. When is it anticipated that the equipment would be provided at EAFWTP?

Answer: EAFWTP is expected to now be out of service for maintenance until the first or second week of February 2013. Sludge Lagoon #1 is currently full of sludge. Because the plant will be operational it is desired to have the equipment mobilized and operational first at FWTP as soon after the contract approval as possible. It is desired to start the dewatering process as soon as possible, in Sludge Lagoon #1 and complete that process by the end of February.

3. When is it anticipated that the equipment would be provided at SRWTP?

Answer: SRWTP is expected to be taken out of service for maintenance in mid-February 2013 and remain out of service until late March 2013. Sludge Lagoons #1 and #2 are currently empty and Lagoon #3 is full of sludge. Sludge Lagoon #1 may be utilized soon so will have sludge in it too. It is desired to start the dewatering process in March and have all both lagoons fully available to the plant on April 1, 2013.

4. Reason for questions 1 and 2, is that it was mentioned that typically the dewatering equipment is only operated when the WTP's are in operation and there are scheduled outages at SRWTP around the time when the project might be beginning.

Answer: The dewatering process can occur when a plant is in operation or out of service.

5. Is the City plant staff operating loaders for both mixing the alum slurry in the lagoons and moving the cake piles during the dewatering operations?

Answer: The City has one staff person that normally operates the loaders. That person is generally available and can be scheduled during the normal working hours of M-Th 6:30am-3pm. However, that person may not always be available as there are sometimes other job duties that are being performed. For that reason the dewatering operations staff provided should have experience in the general operation large loaders and forklifts. A City staff person will give the contractor's operational staff specific training on the City's loader and forklift.

6. Will you please provide the historical monthly dry ton production at each plant for the past couple of years for reference?

Answer: That information is provided and attached to Addendum #1.

7. Will you provide an average volume, in gallons for backwash events at each plant?

Answer: Total filter backwash events for both plants range between 200,000 to 300,000 gallons/filter. Please note that when FWW transfers are occurring at FWTP the transfer will be from a non-operational FWW lagoon to a sludge lagoon and City Staff will make FWW transfers at SRWTP. Past FWW transfers at FWTP have generally ranged between 200,000 to 300,000 gallons.

8. Will you please specify the distance from the 2-1/2" potable water connection to each of the dewatering staging areas for each of the two plants?

Answer: There is one 2-1/2" potable water wharf hydrant available at each of the lagoon entrance service ramps. Depending on the exact location and arrangement of the dewatering equipment and their connection needs will govern the exact distance.

9. Item 3-2013 to 2015 on the pricing schedules relate to polymer costs and the unit of measure is gallons. The schedule presumably assumes that the Contractor will utilize liquid polymer to aid the dewatering process. As the utilization of dry powdered polymer is also a standard within the dewatering industry, would it be possible to bid Item 3 as a pound (lb.) unit measure?

Answer: Yes, we will modify the bid schedule to allow both gallons or pounds.

10. Please advise if there is an engineer's estimate available relating to the total anticipated value of the bid?

Answer: Yes, roughly \$2.5 million.

Mandatory Pre-Bid Conference Attendance List

Date: December 19, 2012 Bid# B1319111003

Bid: Residual Solids Dewatering Services for FA Fairbairn and Sacramento River Water, Drinking Water Treatment Plants

<u>Name</u>	<u>Company</u>	<u>Address</u>	<u>Phone</u>	<u>E-mail</u>
Craig Chalmers	City of Sacto	301 Water St. Sacto CA 95811	(916) 808-1418	cchalmers@cityofsacramento.org
Joel Coert	Bio-Nomic Services	516 Roundtree Charlotte, N	800-782-6798	jcoert@bio-nomic.com
John Pughaves	Synagro	3845 B. Bell Ln Suisun City, CA	707-436-3730	jpughavesi@synagro.com
Raulio Garcia	"	"	"	"
BRYAN CARROLL	TERVITA / TECO AMERICAN PROCESS GROUP	10613 W. Stanhamston Hwy N. Houston, TX 77064	866-960-1480	bcarroll@tervita.com
Dennis Burrell	CHAN HILL	1239 Canyon Ln Ripon, CA	209-985-1071	Dennis.Burrell@chan.com
Greg Wilford	CHAN HILL		530 392-6322	Gregory.Wilford@chan.com

Bidders Name: _____

BID NO. 13141111003
Addendum #1

2013 Bid Schedule, provide this page with Bid							
Bid Item No.	Bid Assumption/Plant	EAFWTP 2013 Unit Cost (By Bidder)	EAFWTP Units	EAFWTP 2013 Bid Cost Total (By Bidder)	SRWTP 2013 Unit Cost (By Bidder)	SRWTP Units	SRWTP 2013 Bid Cost Total (By Bidder)
1-2013	Mobilization for Item 2-2013	(\$/Mob/project)	Once/project		(\$/Mob/project)	Once/project	
2-2013	Monthly Rental for Dewatering Unit & Equip	(\$/mo)	12 months/yr. (Centrifuge)		(\$/mo)	12 months/yr. (Centrifuge or Belt Press)	
3-2013	Polymer Cost	(\$/gals or \$/lb.)	900 dts/yr. x 40lbs/dts		(\$/gals or \$/lb.)	2,200 dts/yr. x 20lbs/dts	
4a-2013	Operator: Mobilization/Demobilization	(\$/mob&demob)	3 mobs/de x 12mo/yr.		(\$/mob&demob)	3 mobs/de x 12mo/yr.	
4b-2013	Operator: Inclusive Operational Hourly Fee	(\$/hr)	200hrs/mo x 12mo/yr.		(\$/hr)	200hrs/mo x 12mo/yr.	
4c-2013	Operator: Daily Living per diem	(\$/day)	20 days/mo. x 12mo/yr.		(\$/day)	20 days/mo. x 12mo/yr.	
4d-2013	Operator: Interrupted Hourly Standby	(\$/hour)	15hrs/mo.		N/A	N/A	-0-
4e-2013	Operator: Full 10hr. Shift Standby Rate	(\$/hour)	20hrs/mo.		N/A	N/A	-0-
4f-2013	% Markup on Bid items 3,4a,4b,4c,4d,4e	(%)	%x3,4a,b,c,d,e Totals		(%)	%x3,4a,b,c Totals	
5-2013	FWW Slurry Pumping to Sludge Lagoon	(\$/gal)	2 times/yr		N/A	N/A	-0-
6-2013	Provide New A&D MX-50 Moisture Analyzers	(\$/analyzer)	1 analyzer		(\$/analyzer)	1 analyzer	
7-2013	Demobilization for Item 2-2013	N/A	Once/project	-0-	N/A	Once/project	-0-
8-2013	2013 Bid Totals Per Plant			(EAFWTP)			(SRWTP)

Bidders Name: _____

BID NO. 13141111003
Addendum #1

2013 Bid Totals	(Both EAFWTP & SRWTP)

Bidders Name: _____

2014 Bid Schedule Work Sheets, provide this page with Bid							
Bid Item No.	Bid Assumption/Plant	EAFWTP 2014 Unit Cost (By Bidder)	EAFWTP Units	EAFWTP 2014 Bid Cost Total (By Bidder)	SRWTP 2014 Unit Cost (By Bidder)	SRWTP Units	SRWTP 2014 Bid Cost Total (By Bidder)
1-2014	Mobilization for Item 2-2014	N/A Provided in 2013	Once/project	-0-	N/A Provided in 2013	Once/project	-0-
2-2013	Monthly Rental for Dewatering Unit & Equip	(\$/mo)	12 months/yr. (Centrifuge)		(\$/mo)	12 months/yr. (Centrifuge or Belt Press)	
3-2013	Polymer Cost	(\$/gals or \$/lb.)	900 dts/yr. x 40lbs/dts		(\$/gals or \$/lb.)	2,200 dts/yr. x 20lbs/dts	
4a-2013	Operator: Mobilization/ Demobilization	(\$/mob&demob)	3mobs/de x 12mo/yr.		(\$/mob&demob)	3mobs/de x 12mo/yr.	
4b-2013	Operator: Inclusive Operational Hourly Fee	(\$/hr)	200hrs/mo x 12mo/yr.		(\$/hr)	200hrs/mo x 12mo/yr.	
4c-2013	Operator: Daily Living per diem	(\$/day)	20 days/mo. x 12mo/yr.		(\$/day)	20 days/mo. x 12mo/yr.	
4d-2013	Operator: Interrupted Hourly Standby	(\$/hour)	15hrs/mo.		N/A	N/A	-0-
4e-2013	Operator: Full 10hr. Shift Standby Rate	(\$/hour)	20hrs/mo.		N/A	N/A	-0-
4f-2013	% Markup on Bid items 3,4a,4b,4c,4d,4e	(%)	%x3,4a,b,c,d,e Totals		(%)	%x3,4a,b,c Totals	-0-
5-2014	FWM Slurry Pumping to Sludge Lagoon	(\$/gal)	2 mg/time x 4/yr.		N/A	N/A	-0-
6-2014	Provide New A&D MX-50 Moisture Analyzers	N/A Provided in 2013	1 analyzer	-0-	N/A Provided in 2013	1 analyzer	-0-
7-2014	Demobilization for Item 2-2014	N/A Until 2015	Once/project	-0-	N/A Until 2015	Once/project	-0-
8-2014	2014 Bid Per Plant Totals			(EAFWTP)			(SRWTP)

Bidders Name: _____

BID NO. 13141111003
Addendum #1

2014 Bid Totals	(Both EAFWTP & SRWTP)

Bidders Name: _____

BID NO. 13141111003
Addendum #1

2015 Bid Schedule Work Sheets, provide this page with Bid

Bid Item No.	Bid Assumption/Plant	EAFWTP 2015 Unit Cost (By Bidder)	EAFWTP Units	EAFWTP 2015 Bid Cost Total (By Bidder)	SRWTP 2015 Unit Cost (By Bidder)	SRWTP Units	SRWTP 2015 Bid Cost Total (By Bidder)
1-2015	Mobilization for Item 2-2015	N/A Provided in 2013	Once/project	-0-	N/A Provided in 2013	Once/project	-0-
2-2013	Monthly Rental for Dewatering Unit & Equip	(\$/mo)	4 months/yr. (Centrifuge)		(\$/mo)	4 months/yr. (Centrifuge or Belt Press)	
3-2013	Polymer Cost	(\$/gals or \$/lb.)	225 dts/yr. x 40lbs/dts		(\$/gals or \$/lb.)	500 dts/yr. x 20lbs/dts	
4a-2013	Operator: Mobilization/ Demobilization	(\$/mob&demob)	3 mobs/de x 4months		(\$/mob&demob)	3 mobs/de x 4months	
4b-2013	Operator: Inclusive Operational Hourly Fee	(\$/hr)	200hrs/mo. x 4months		(\$/hr)	200hrs/mo. x 4months	
4c-2013	Operator: Daily Living per diem	(\$/day)	20 days/mo. x 4months		(\$/day)	20 days/mo. x 4months	
4d-2013	Operator: Interrupted Hourly Standby	(\$/hour)	10hrs/mo.		N/A	N/A	-0-
4e-2013	Operator: Full 10hr. Shift Standby Rate	(\$/hour)	10hrs/mo.		N/A	N/A	-0-
4f-2013	% Markup on Bid items 3,4a,4b,4c,4d,4e	(%)	%x3,4a,b,c,d,e Totals		(%)	%x3,4a,b,c Totals	
5-2015	FWW Slurry Pumping to Sludge Lagoon	(\$/gal)	2mg/time x 1/yr		N/A	N/A	-0-
6-2015	Provide New A&D MX-50 Moisture Analyzers	N/A Provided in 2013	1 analyzer	-0-	N/A Provided in 2013	1 analyzer	-0-
7-2015	Demobilization for Item 2-2015	(\$/demob/project)	Once/project		(\$/demob/project)	Once/project	
8-2015	2015 Bid Per Plant Totals			(EAFWTP)			(SRWTP)

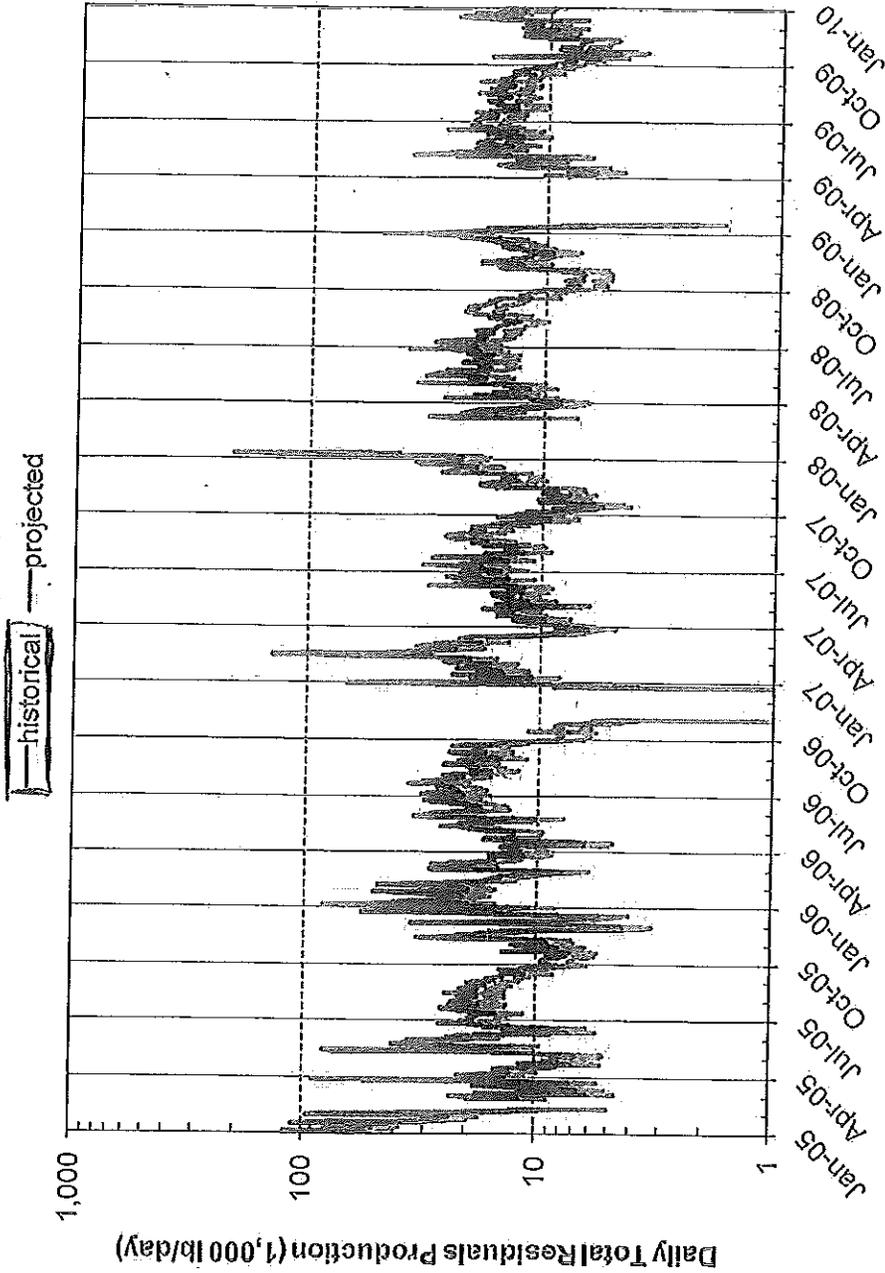
Bidders Name: _____

BID NO. 13141111003
Addendum #1

2015 Bid Totals	(Both EAFWTP & SRWTP)
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Sacramento River Water Treatment Plant

SR historical and projected data



DRY RESIDUALS PRODUCTION (LB/DAY) - BY DATE
FIGURE 5.6
CITY OF SACRAMENTO DEPARTMENT OF UTILITIES
WATER TREATMENT PLANTS REHABILITATION PROJECT



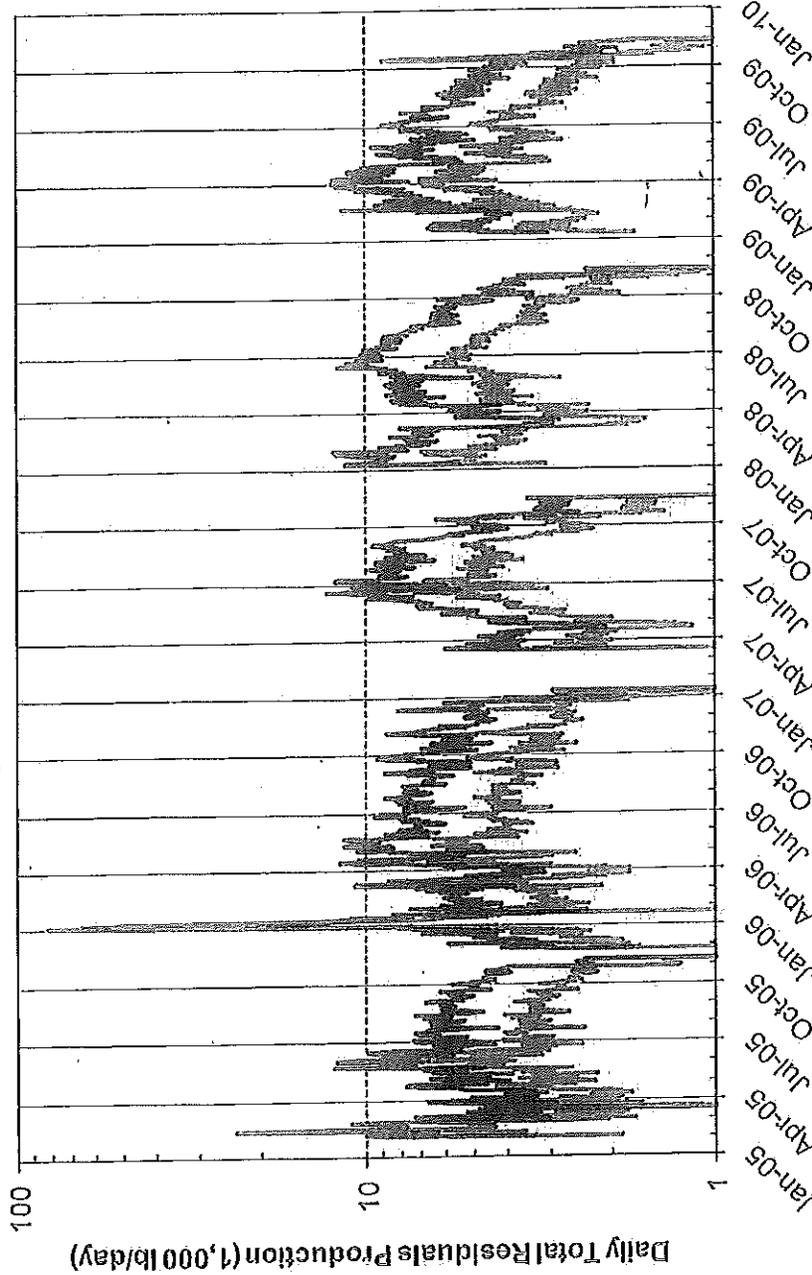
DEPARTMENT OF UTILITIES



EAF Fairbairn Water Treatment Plant

EAF historical and projected data

— historical — ultimate capacity



DRY RESIDUALS PRODUCTION (LB/DAY) - BY DATE

FIGURE 6.6
CITY OF SACRAMENTO DEPARTMENT OF UTILITIES
WATER TREATMENT PLANTS REHABILITATION PROJECT

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Sacramento, CA

Temporary Dewatering – EA Fairbairn and Sacramento River Water Treatment Plants

Sacramento River WTP Work Plan

Synagro will site the following equipment in the designated dewatering staging area:

- One skid or trailer mounted belt press per project specifications, with electrical distribution panel
- One frac tank for flow equalization of sludge
- One clarifying tank with weirs to capture excess particulate in the belt press filtrate
- One discharge conveyor
- One sump pump

Operational Procedure – Synagro will mix and transfer sludge from one of the adjacent lagoons to the dewatering staging area using an ag tractor with Power Take Off Unit (PTO) and a "Houle" pump. The ag tractor will be California Air Resources Board (CARB) compliant. The sludge will be transferred to the frac tank, which will be used to supply the belt press. Pumping operations will be an on and off activity, approximately 30 minutes per 2 hour period. Solids will be pumped to the frac tank until the tank is full. The press will be constantly drawing approximately 100 to 150 gallons per minute and will discharge 200 gallons per minute or less to the sanitary sewer. There will be an in line polymer injection system that will inject polymer into the sludge feed to facilitate flocculation of the sludge and subsequent dewatering.

Dewatered cake will be deposited on the floor of the lagoon and will be periodically moved to an agreed upon storage area using the city owned rubber tired wheel loader.

A sump pump will be installed at the lagoon's low side to transfer any accumulated storm water.

EA Fairbairn WTP Work Plan

Synagro will site the following equipment in the designated dewatering staging area:

- One skid or trailer mounted centrifuge per project specifications, with electrical distribution panel
- One frac tank for flow equalization of sludge
- One clarifying tank with weirs to capture excess particulate in the centrate.
- One discharge conveyor

Operational Procedure – Synagro will mix and transfer sludge from one of the adjacent lagoons to the dewatering staging area using an ag tractor with Power Take Off Unit (PTO) and a “Houle” pump. The ag tractor will be California Air Resources Board (CARB) compliant. The sludge will be transferred to the frac tank, which will be used to supply the centrifuge. Pumping operations will be an on and off activity, approximately 30 minutes per 2 hour period. Solids will be pumped to the frac tank until the tank is full. The centrifuge will be constantly drawing approximately 200 gallons per minute and will discharge 200 gallons per minute or less to the sanitary sewer. There will be an in line polymer injection system that will inject polymer into the sludge feed to facilitate flocculation of the sludge and subsequent dewatering. Because the centrifuge is air cooled, there will be no additional water requirement over and above that which may be required for polymer make up.

Dewatered cake will be deposited on the ground in the staging area and will be periodically moved to an agreed upon storage area using the city owned rubber tired wheel loader.

In the event there are any concerns regarding potential process water run off issues, Synagro will provide containment as necessary to ensure that this will not be a concern.

ADDENDUM #1 for Bid No. 13141111005

**Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water
Drinking Water Treatment Plants**

Issued on 1/23/13

The following items and information shall become part of the Bid Documents: The Bid Documents include the Original Bid Request Document Posted on the City's Bid Center/Bid Planet on 1/18/13.

General Bid Items:

1. Bid Date Change

The Bid Date is changed to Wednesday, February 13, 2013 at 2pm.

Delete all references to the Bid Date of February 6, 2013.

Replace the following attached 2 pages of the original bid documents. These 2 pages are revised with the correct Bid Date of Wednesday, February 13, 2013 at 2pm.



CITY OF SACRAMENTO

Department of Utilities/Plant Services

Dept. ID 14001111

Bid Number: B13141111005

INVITATION TO BID And Contract Specifications for

Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants

*Bids Will Only Be Received Up To The Hour of 2:00 P.M. on Wednesday,
February 13, 2013*

Bids Must Be Submitted To: City Clerk's Office
P.O. Box 122391
Sacramento, CA 95812-2391

Non-Mandatory Pre-Bid Conference:

Friday, January 25, 2013 at 9:00 am

Attendance is not required, but strongly recommended, especially when not familiar with the facilities at both plants.

The Conference starts at Sacramento River WTP @ 301 Water St., Sacramento, CA 95811 then continues to the EA Fairbairn WTP @ 7501 College Town Dr., Sacramento, CA 95826

Note: For Security Reasons, to attend and access the plants sites, all Conference attendees must RSVP by 4pm January 24th to Craig Chalmers (916) 808-1418

NAME/ADDRESS OF BIDDER SUBMITTING THIS BID, (Provide this page with Bid):

Name of Bidder: _____

Address: _____

City, State, Zip Code: _____

Bidder Contact Name and Position: _____

Phone/Cell/Email Address: _____

SECTION I – REQUIREMENTS

A. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With:

1. **Additional Copies.** BIDDERS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 2 ADDITIONAL COPIES OF THIS BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.
2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.
 - a) To obtain an electronic version of this bid go to Procurement's website at www.cityofsacramento.org/generalservices/procurement/bids (Note: No Category available for Dewatering Services so entered under Categories: 92536, 92642, and 95815).
 - b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the City Clerk's Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M. on, Wednesday, February 13, 2013. After opening, Bids may be inspected in the City Clerk's Office.

(Note: Bids must be submitted not later than 2:00 P.M. on the above date)

- c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. **Alternate Bids.** Alternate bids are not allowed.
4. **Bid Security.** Bid Security is: Required Not Required

Bid security (for the total amounts of 2013, 2014, and 2015) approved by the City must accompany the bid, in the amount of 10% of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.

5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).
6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.
7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.

- 7A. **City's Options.** The City intends to award to only one dewatering services Contractor for dewatering services at both plants. The City, however, reserves the following options:
1. The right to reject all partial bids.
 2. The right to reject any or all bids or make no award.
 3. The right to issue subsequent Invitation For Bids (IFB).
 4. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
 5. The right to waive any informality or irregularity in the bidding process and any bids.
 6. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

A. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL BIDDER PRIOR TO START OF CONTRACT

The following documents are required to be completed and submitted by the successful bidder prior to the award of the Contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the Contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the Contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

B. BID SECURITY (Required, Provide with Bid) See Section I – Requirements.

C. PERFORMANCE BOND (Required, Provide with Contract) See Section I – Requirements.

D. PAYMENT BOND (Not Required for this Contract))

SECTION III – BIDDER RESPONSE DOCUMENTS

E. DRUG FREE WORKPLACE POLICY AND AFFADAVIT (PROVIDE WITH BID)

*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: None.

Date	Violation Type	Place of Occurrence
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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 A CONTRACT, 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: Synagro West, LLC

BY: Sue A. Gregory Assistant Secretary Date: 09/14/2012

Signature Title

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

F. ITEMS REQUIRING BIDDER RESPONSE (PROVIDE WITH BID)

NOTE: Bidders must provide responses where indicated to the following items numbered 1,2,3,4,5, and 6. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Economic Development, at (916) 808-6747.

A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

- YES – Our firm is certified by the City of Sacramento as a small business enterprise.
- NO -Our firm submitting is not certified by the City of Sacramento as a small business enterprise.

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

_____.

B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

- YES - Our firm is certified by the City of Sacramento as an emerging business enterprise.
- NO - Our firm is not certified by the City of Sacramento as an emerging business enterprise.

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

2. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [] or No [X] (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

3. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [X] or No []

If Yes, what percentage discount would you offer the City to be paid through EFT? 0 %

4. CITY OF SACRAMENTO BOYCOTT OF ARIZONA-HEADQUARTED BUSINESSES:

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:

Texas
State Where Bidder is Headquartered

5. EXPERIENCE DOCUMENTATION

The Dewatering Services Contractor shall have a minimum of ten years of continuous dewatering services experience. The Contractor shall in the last six years, have at least three or more dewatering services projects at drinking water treatment plant dewatering residual solids. The Contractor must list the total number of years experience and provide dewatering services project details and references for at least three drinking water dewatering service projects that have occurred in the past six years.

I, the Bidder and Contractor Synagro West, LLC, have 14 years of continuous dewatering services experience.

A. Past Project #1:

AgencyName/Location: Metropolitan water District- Jensen Water Treatment Plant
Diemer Water Treatment Plant and Skinner Water Treatment Plant.
Contact Name/Phone# Vera Reickhoff (213) 217-5625

Contractor's On-site Project Manager: Frank Pace

Equipment Used: Multiple belt filter presses, conveyors and ancillary
equipment

Dates: 2002-2007 Material Dewatered: Alum and Approx. Dry Tons Solids: greater than
Ferric Sludges 20,000

B. Past Project #2:

AgencyName/Location: City of Folsom Water Treatment Plant- Folsom, CA

Contact Name/Phone# Jim Bridges (916) 355-8339

Contractor's On-site Project Manager: David Vidal

Equipment Used: Dredge, Houle Pump and Ag Tractor, Centrifuge

Dates: 2005-2009 Material Dewatered: Alum Sludge Approx. Dry Tons Solids: 800

C. Past Project #3:

AgencyName/Location: Everett Water Treatment Plant- Everett, WA

Contact Name/Phone# Chris Chesson (425) 257-8898

Contractor's On-site Project Manager: MD Obet

Equipment Used: 2 centrifuges, City owned dredge, ancillary equipment

Dates: 2012 Material Dewatered: Alum Sludge Approx. Dry Tons Solids: 1,500

6. CONTRACTOR PROPOSED DEWATERING SERVICES PLAN FOR THE CITY OF SACRAMENTO

The Contractor must write, in detail, a proposed plan for providing Dewatering Services. Included in that written plan must be information about dewatering equipment and associated equipment located at both plants including equipment operational perimeters, production and discharge rates, dewatering operations and operators, and a proposed mobilization plan and mobilization schedule.

**Please see Synagro's attached Dewatering Services Plan for the City of Sacramento.

Sacramento, CA

Temporary Dewatering – EA Fairbairn and Sacramento River Water Treatment Plants

Sacramento River WTP Work Plan

Synagro will site the following equipment in the designated dewatering staging area:

- One skid or trailer mounted belt press per project specifications, with electrical distribution panel
- One frac tank for flow equalization of sludge
- One clarifying tank with weirs to capture excess particulate in the belt press filtrate
- One discharge conveyor
- One sump pump

Operational Procedure – Synagro will mix and transfer sludge from one of the adjacent lagoons to the dewatering staging area using an ag tractor with Power Take Off Unit (PTO) and a “Houle” pump. The ag tractor will be California Air Resources Board (CARB) compliant. The sludge will be transferred to the frac tank, which will be used to supply the belt press. Pumping operations will be an on and off activity, approximately 30 minutes per 2 hour period. Solids will be pumped to the frac tank until the tank is full. The press will be constantly drawing approximately 100 to 150 gallons per minute and will discharge 200 gallons per minute or less to the sanitary sewer. There will be an in line polymer injection system that will inject polymer into the sludge feed to facilitate flocculation of the sludge and subsequent dewatering.

Dewatered cake will be deposited on the floor of the lagoon and will be periodically moved to an agreed upon storage area using the city owned rubber tired wheel loader.

A sump pump will be installed at the lagoon’s low side to transfer any accumulated storm water.

EA Fairbairn WTP Work Plan

Synagro will site the following equipment in the designated dewatering staging area:

- One skid or trailer mounted centrifuge per project specifications, with electrical distribution panel
- One frac tank for flow equalization of sludge
- One clarifying tank with weirs to capture excess particulate in the centrate.
- One discharge conveyor

Operational Procedure – Synagro will mix and transfer sludge from one of the adjacent lagoons to the dewatering staging area using an ag tractor with Power Take Off Unit (PTO) and a “Houle” pump. The ag tractor will be California Air Resources Board (CARB) compliant. The sludge will be transferred to the frac tank, which will be used to supply the centrifuge. Pumping operations will be an on and off activity, approximately 30 minutes per 2 hour period. Solids will be pumped to the frac tank until the tank is full. The centrifuge will be constantly drawing approximately 200 gallons per minute and will discharge 200 gallons per minute or less to the sanitary sewer. There will be an in line polymer injection system that will inject polymer into the sludge feed to facilitate flocculation of the sludge and subsequent dewatering. Because the centrifuge is air cooled, there will be no additional water requirement over and above that which may be required for polymer make up.

Dewatered cake will be deposited on the ground in the staging area and will be periodically moved to an agreed upon storage area using the city owned rubber tired wheel loader.

In the event there are any concerns regarding potential process water run off issues, Synagro will provide containment as necessary to ensure that this will not be a concern.

D. SECTION III – BIDDER RESPONSE DOCUMENTS

G. BID SCHEDULE AND BID SCHEDULE WORK SHEETS (PROVIDE WITH BID)

Bidders Name: Synagro West, LLC

The bidder noted above hereby proposes and agrees to furnish any and all required labor, equipment, material, transportation, and services for:

Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants

The Services herein described will be provided, starting in February 2013 and continuously through early to mid-year 2015, unless project is completed early or extended due to unforeseen construction delays, in the City of Sacramento at both the City’s Drinking Water Treatment Plants. Services will be performed in conformity with these specifications and provisions, all as on file in the Office of the City Clerk, at the unit costs shown in the Bid Schedule and Bid Schedule Work Sheets below. (Note: The Summary Bid Schedule is developed by first completing the attached 2013, 2014, and 2015 Bid Schedule Work Sheets. For bidding purposes, please provide a full year’s costs for 2015. The Unit Prices listed by the Bidder for 2013, 2014, and 2015 will be binding for the Contract and its duration. The Bid Totals listed by the Bidder for 2013, 2014, and 2015 are for Bid Evaluation purposes against other Bidders and for a Total Not-to-Exceed Contract Amount).

Summary Bid Schedule

Year	Description	EAFWTP Bid Total	SRWTP Bid Total
2013	Bid Items 1, 2, 3, 4a, 4b, 4c, 4d, 5, 6	\$544,600.00	\$472,600.00
2014	Bid Items 2, 3, 4a, 4b, 4c, 4d, 5	\$532,340.00	\$460,960.00
2015	Bid Items 2, 3, 4a, 4b, 4c, 4d, 5, 7	\$217,196.00	\$177,580.00
SUBTOTALS			

EAFWTP 2013, 2014, and 2015 Bid Total Amount Summary = \$1,294,136.00

SRWTP 2013, 2014, and 2015 Bid Total Amount Summary = \$1,111,140.00

Total Bid and Contract Not-to-Exceed Amount = \$2,405,276.00

2013 Bid Schedule, provide this page with Bid							
Bid Item No.	Bid Assumption/Plant	EAFWTP 2013 Unit Cost (By Bidder)	EAFWTP Units	EAFWTP 2013 Bid Cost Total (By Bidder)	SRWTP 2013 Unit Cost (By Bidder)	SRWTP Units	SRWTP 2013 Bid Cost Total (By Bidder)
1-2013	Mobilization for Item 2-2013	\$28,600.00	Once/project	\$28,600.00	\$29,600.00	Once/project	\$29,600.00
2-2013	Monthly Rental for Dewatering Unit & Equip	\$22,000.00	12 months/yr. (Centrifuge)	\$264,000.00	\$20,500.00	12 months/yr. (Centrifuge or Belt Press)	\$240,000.00
3-2013	Polymer Cost	Based upon Estimated Annual Dry Tons	900 dts/yr. x 40lbs/dts	\$57,600.00	\$15.25 or \$/lb.	2,200 dts/yr. x 20lbs/dts	\$55,000.00
4a-2013	Operator: Mobilization/ Demobilization	Based upon 3 mobs & demobs/mo.	3mobs/de x 12mo/yr.	\$7,200.00	\$200.00 (emob)	3mobs/de x 12mo/yr.	\$7,200.00
4b-2013	Operator: Inclusive Operational Hourly Fee	Based upon 10hr days for 200 hrs operation/mo	200hrs/mo x 12mo/yr.	\$40,000.00	\$40.00/hr	200hrs/mo x 12mo/yr.	\$96,000.00
4c-2013	Operator: Daily Living per diem	Based upon 20 days/mo.	20 days/mo. x 12mo/yr.	\$21,600.00	\$90.00/day	20 days/mo. x 12mo/yr.	\$21,600.00
4d-2013	Operator: Interrupted Hourly Standby	Based upon 15hrs/mo	15hrs/mo.	\$7,200.00	N/A	N/A	-0-
4e-2013	Operator: Full 10hr. Shift Standby Rate	Based upon 20hrs/mo.	20hrs/mo.	\$9,600.00	N/A	N/A	-0-
4f-2013	% Markup on Bid items 3,4a,4b,4c,4d,4e	% markup	%x3,4a,b,c,d,e Totals	\$19,900.00	10.73%	%x3,4a,b,c Totals	\$19,300.00
5-2013	FWW Slurry Pumping to Sludge Lagoon	2 times/yr	2mg/time x 2/yr.	\$29,000.00	N/A	N/A	-0-
6-2013	Provide New A&D MX-50 Moisture Analyzers	One for City staff at each plant	1 analyzer	\$3,900.00	\$3,900.00	1 analyzer	\$3,900.00
7-2013	Demobilization for Item 2-2013	Once per Project	Once/project	-0-	N/A Until 2015	Once/project	-0-
8-2013	2013 Bid Totals Per Plant			\$544,600.00			\$473,600.00

Bidders Name: Synagro West, LLC

BID NO. 13141111003
Addendum #1

2013 Bid Totals	\$1,017,200.00
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2014 Bid Schedule Work Sheets, provide this page with Bid							
Bid Item No.	Bid Assumption/Plant	EAFWTP 2014 Unit Cost (By Bidder)	EAFWTP Units	EAFWTP 2014 Bid Cost Total (By Bidder)	SRWTP 2014 Unit Cost (By Bidder)	SRWTP Units	SRWTP 2014 Bid Cost Total (By Bidder)
1-2014	Mobilization for Item 2-2014	N/A Provided in 2013	Once/project	-0-	N/A Provided in 2013	Once/project	-0-
2-2013	Monthly Rental for Dewatering Unit & Equip	\$22,500.00	12 months/yr. (Centrifuge)	\$270,000.00	\$21,000.00	12 months/yr. (Centrifuge or Belt Press)	\$252,000.00
3-2013	Polymer Cost	\$15.70s or \$/lb.)	900 dts/yr. x 40lbs/dts	\$61,200.00	\$15.35s or \$/lb.)	2,200 dts/yr. x 20lbs/dts	\$59,400.00
4a-2013	Operator: Mobilization/ Demobilization	\$200.00 (emob)	3mobs/de x 12mo/yr.	\$7,200.00	\$200.00 (emob)	3mobs/de x 12mo/yr.	\$7,200.00
4b-2013	Operator: Inclusive Operational Hourly Fee	\$42.00 (hr)	200hrs/mo x 12mo/yr.	\$100,800.00	\$42.00 (hr)	200hrs/mo x 12mo/yr.	\$100,800.00
4c-2013	Operator: Daily Living per diem	\$94.00 (day)	20 days/mo. x 12mo/yr.	\$22,560.00	\$94.00 (day)	20 days/mo. x 12mo/yr.	\$22,560.00
4d-2013	Operator: Interrupted Hourly Standby	\$42.00 (hour)	15hrs/mo.	\$7,560.00	N/A	N/A	-0-
4e-2013	Operator: Full 10hr. Shift Standby Rate	\$42.00 (hour)	20hrs/mo.	\$10,080.00	N/A	N/A	-0-
4f-2013	% Markup on Bid items 3,4a,4b,4c,4d,4e	10 % (%)	%x3,4a,b,c,d,e Totals	\$20,940.00	10 (%)	%x3,4a,b,c Totals	\$19,000.00
5-2014	FWW Slurry Pumping to Sludge Lagoon	\$16,000.00	2 mg/time x 4/yr.	\$32,000.00	N/A	N/A	-0-
6-2014	Provide New A&D IMX-50 Moisture Analyzers	Provided in 2013	1 analyzer	-0-	Provided in 2013	1 analyzer	-0-
7-2014	Demobilization for Item 2-2014	N/A Until 2015	Once/project	-0-	N/A Until 2015	Once/project	-0-
8-2014	2014 Bid Per Plant Totals			\$532,340.00			\$460,960.00

Bidders Name: Synagro West, LLC

BID NO. 1314111003
Addendum #1

	2014 Bid Totals	\$993,300.00 (5,000.00 (RWTP))

2015 Bid Schedule Work Sheets, provide this page with Bid							
Bid Item No.	Bid Assumption/Plant	EAFWTP	EAFWTP	EAFWTP	SRWTP	SRWTP	SRWTP
		2015 Unit Cost (By Bidder)	Units	2015 Bid Cost Total (By Bidder)	2015 Unit Cost (By Bidder)	Units	2015 Bid Cost Total (By Bidder)
1-2015	Mobilization for Item 2-2015	N/A	Once/project	-0-	N/A	Once/project	-0-
2-2013	Monthly Rental for Dewatering Unit & Equip	Complete Monthly Rental	4 months/yr. (Centrifuge)	\$92,000.00	\$21,000.00	4 months/yr. (Centrifuge or Belt Press)	\$84,000.00
3-2013	Polymer Cost	Based upon Estimated Annual Dry Tons	225 dts/yr. x 40lbs/dts	\$16,200.00	\$15.45 or \$/lb.)	500 dts/yr. x 20lbs/dts	\$14,500.00
4a-2013	Operator: Mobilization/ Demobilization	Based upon 3 mobs & demobs/mo.	3mobs/de x 4months	\$2,400.00 (emob)	\$200.00 (emob)	3mobs/de x 4months	\$2,400.00
4b-2013	Operator: Inclusive Operational Hourly Fee	Based upon 10hr days for 200 hrs operation/mo	200hrs/mo. x 4months	\$35,200.00	\$44.00/hr)	200hrs/mo. x 4months	\$35,200.00
4c-2013	Operator: Daily Living per diem	Based upon 20 days/mo.	20 days/mo. x 4months	\$7,840.00	\$94.00/day)	20 days/mo. x 4months	\$7,520.00
4d-2013	Operator: Interrupted Hourly Standby	Based upon 10hrs/mo	10hrs/mo.	\$1,760.00	N/A	N/A	-0-
4e-2013	Operator: Full 10hr. Shift Standby Rate	Based upon 10hrs/mo.	10hrs/mo.	\$1,760.00	N/A	N/A	-0-
4f-2013	% Markup on Bid items 3,4a,4b,4c,4d,4e	% markup	%x3,4a,b,c,d,e Totals	\$6,036.00	10 % (%)	%x3,4a,b,c Totals	\$5,960.00
5-2015	FWW Slurry Pumping to Sludge Lagoon	1 times/yr	2mg/time x 1/yr	\$16,000.00	N/A	N/A	-0-
6-2015	Provide New A&D MX-50 Moisture Analyzers	One for City staff at each plant	1 analyzer	-0-	N/A	1 analyzer	-0-
7-2015	Demobilization for Item 2-2015	Once per Project	Once/project	\$38,000.00 (emob)	\$28,000.00 (emob)	Once/project	\$28,000.00
8-2015	2015 Bid Per Plant Totals			\$21,775,919.60			\$17,775,580.00

Bidders Name: Synagro West, LLC

BID NO. 13141111003
Addendum #1

	2015 Bid Totals \$394,776.00 (RWTP)
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SECTION III – REQUIREMENTS

H. BID SIGNATURE PAGE, PROVIDE WITH BID

FOR SERVICES known as Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants BID NO. B13141111003

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Synagro West, LLC

ADDRESS: 3845 Bithell Lane, Suisun City, CA 94585

PHONE #: (707) 438-3730 FAX #: (707) 438-3737 E-MAIL: jpuigliaresi@synagro.com

STATE TAX I.D. #: 100564215 FED. TAX I.D. #: 76-0612566

City of Sacramento Business Operation Tax Certificate #: In the process of obtaining
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership
 Corporation Limited Liability Company
 Other (please specify: _____)

BY: (signature of authorized person) Sue A. Gregory

PRINT NAME: Sue A. Gregory

TITLE: Assistant Secretary

CONTACT PHONE/Email: (650) 333-0729 jpuigliaresi@synagro.com



CITY OF SACRAMENTO

Department of Utilities/Plant Services

Dept. ID 14001111

Bid Number: B13141111005

INVITATION TO BID And Contract Specifications for

Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants

Bids Will Only Be Received Up To The Hour of 2:00 P.M. on Wednesday, February 6, 2013

Bids Must Be Submitted To: City Clerk's Office
P.O. Box 122391
Sacramento, CA 95812-2391

Non-Mandatory Pre-Bid Conference:

Friday, January 25, 2013 at 9:00 am

Attendance is not required, but strongly recommended, especially when not familiar with the facilities at both plants.

The Conference starts at Sacramento River WTP @ 301 Water St., Sacramento, CA 95811 then continues to the EA Fairbairn WTP @ 7501 College Town Dr., Sacramento, CA 95826

Note: For Security Reasons, to attend and access the plants sites, all Conference attendees must RSVP by 4pm January 24th to Craig Chalmers (916) 808-1418

NAME/ADDRESS OF BIDDER SUBMITTING THIS BID, (Provide this page with Bid):

Name of Bidder: Bio-Nomic Services, Inc.

Address: 516 Rountree Road

City, State, Zip Code: Charlotte, NC 28217

Bidder Contact Name and Position: Joel L. Coert

Phone/Cell/Email Address: 800-782-6798 / 704-904-9704 / jcoert@bio-nomic.com



SECTION III
BIDDER RESPONSE DOCUMENTS

SECTION III – BIDDER RESPONSE DOCUMENTS

A. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL BIDDER PRIOR TO START OF CONTRACT

The following documents are required to be completed and submitted by the successful bidder prior to the award of the Contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the Contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the Contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

B. BID SECURITY (Required, Provide with Bid) See Section I – Requirements.

C. PERFORMANCE BOND (Required, Provide with Contract) See Section I – Requirements.

D. PAYMENT BOND (Not Required for this Contract))

SECTION III – BIDDER RESPONSE DOCUMENTS

E. DRUG FREE WORKPLACE POLICY AND AFFADAVIT (PROVIDE WITH BID)

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 A CONTRACT, 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: Bio-Nomia Services, Inc.
BY:  Division Manager Date: 2/12/13
Signature Title

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

F. ITEMS REQUIRING BIDDER RESPONSE (PROVIDE WITH BID)

NOTE: Bidders must provide responses where indicated to the following items numbered 1,2,3,4,5, and 6. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Economic Development, at (916) 808-6747.

A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

- YES – Our firm is certified by the City of Sacramento as a small business enterprise.
- NO -Our firm submitting is not certified by the City of Sacramento as a small business enterprise.

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

B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

- YES - Our firm is certified by the City of Sacramento as an emerging business enterprise.
- NO - Our firm is not certified by the City of Sacramento as an emerging business enterprise.

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

2. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [] or No (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

3. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes or No []

If Yes, what percentage discount would you offer the City to be paid through EFT? %

4. CITY OF SACRAMENTO BOYCOTT OF ARIZONA-HEADQUARTED BUSINESSES:

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:

North Carolina
State Where Bidder is Headquartered

5. EXPERIENCE DOCUMENTATION

The Dewatering Services Contractor shall have a minimum of ten years of continuous dewatering services experience. The Contractor shall in the last six years, have at least three or more dewatering services projects at drinking water treatment plant dewatering residual solids. The Contractor must list the total number of years experience and provide dewatering services project details and references for at least three drinking water dewatering service projects that have occurred in the past six years.

I, the Bidder and Contractor Bio-Nomic Services, Inc, have 22 years of continuous dewatering services experience.

A. Past Project #1:

AgencyName/Location: City of Sacramento
 Contact Name/Phone# Craig Chalmers 916-808-1418
 Contractor's On-site Project Manager: Same
 Equipment Used: Centrifuge
 Dates: 2009 Material Dewatered: Alum Residual Approx. Dry Tons Solids: 350

B. Past Project #2:

AgencyName/Location: Athens Clarke County, GA
 Contact Name/Phone# D. Jackson 706-353-2868
 Contractor's On-site Project Manager: Pat Harvel, Jacobs Eng.
 Equipment Used: Belt Filter Press, Dredge
 Dates: 2010 Material Dewatered: Alum Residual Approx. Dry Tons Solids: 5000

C. Past Project #3:

AgencyName/Location: Charleston Water System
 Contact Name/Phone# Pete Horlbeck 843-863-4070, Eng.
 Contractor's On-site Project Manager: Jane Byrne; WTP Manager
 Equipment Used: Centrifuge; emergency response
 Dates: 2012 Material Dewatered: Alum Residual Approx. Dry Tons Solids: 300

6. CONTRACTOR PROPOSED DEWATERING SERVICES PLAN FOR THE CITY OF SACRAMENTO

The Contractor must write, in detail, a proposed plan for providing Dewatering Services. Included in that written plan must be information about dewatering equipment and associated equipment located at both plants including equipment operational perimeters, production and discharge rates, dewatering operations and operators, and a proposed mobilization plan and mobilization schedule.

D. SECTION III – BIDDER RESPONSE DOCUMENTS

G. BID SCHEDULE AND BID SCHEDULE WORK SHEETS (PROVIDE WITH BID)

Bidders Name: Bio-Nomic Services, Inc.

The bidder noted above hereby proposes and agrees to furnish any and all required labor, equipment, material, transportation, and services for:

Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants

The Services herein described will be provided, starting in February 2013 and continuously through early to mid-year 2015, unless project is completed early or extended due to unforeseen construction delays, in the City of Sacramento at both the City's Drinking Water Treatment Plants. Services will be performed in conformity with these specifications and provisions, all as on file in the Office of the City Clerk, at the unit costs shown in the Bid Schedule and Bid Schedule Work Sheets below. (Note: The Summary Bid Schedule is developed by first completing the attached 2013, 2014, and 2015 Bid Schedule Work Sheets. For bidding purposes, please provide a full year's costs for 2015. The Unit Prices listed by the Bidder for 2013, 2014, and 2015 will be binding for the Contract and its duration. The Bid Totals listed by the Bidder for 2013, 2014, and 2015 are for Bid Evaluation purposes against other Bidders and for a Total Not-to-Exceed Contract Amount).

Summary Bid Schedule

Year	Description	EAFWTP Bid Total	SRWTP Bid Total
2013	Bid Items 1,2,3,4a,4b,4c,4d,4e,4f,5,6	\$618,148.75	\$619,730.00
2014	Bid Items 2,3,4a,4b,4c,4d,4e,4f,5,6	\$603,148.75	\$596,730.00
2015	Bid Items 2,3,4a,4b,4c,4d,4e,4f,5,7	\$205,997.50	\$202,785.00
	SUBTOTALS	\$1,427,295.00	\$1,419,245.00

EAFWTP 2013, 2014, and 2015 Bid Total Amount Summary = \$1,427,295.00

SRWTP 2013, 2014, and 2015 Bid Total Amount Summary = \$1,419,245.00

Total Bid and Contract Not-to-Exceed Amount = \$2,846,540.00

Bidders Name: Bio-Nomic Services, Inc.

BID NO. 13141111005

2013 Bid Schedule, provide this page with Bid							
Bid Item No.	Bid Assumption/Plant	EAFWTP 2013 Unit Cost (By Bidder)	EAFWTP Units	EAFWTP 2013 Bid Cost Total (By Bidder)	SRWTP 2013 Unit Cost (By Bidder)	SRWTP Units	SRWTP 2013 Bid Cost Total (By Bidder)
1-2013	Mobilization for Item 2-2013	20,000.00 (\$/mob/project)	Once/project	20,000.00	20,000.00 (\$/mob/project)	Once/project	20,000.00
2-2013	Monthly Rental for Dewatering Unit & Equip	39,560.00 (\$/mo)	12 months/yr. (Centrifuge)	474,720.00	39,560.00 (\$/mo)	12 months/yr. (Centrifuge or Belt Press)	39,560.00
3-2013	Polymer Cost	1.25 (\$/gals or 5/lb)	900 dts/yr. x 40lbs/dts	45,000.00	1.25 (\$/gals or 5/lb)	2,200 dts/yr. x 20lbs/dts	55,000.00
4a-2013	Operator: Mobilization/Demobilization	200.00 (\$/mob/demob)	3 mobs/de x 12mo/yr.	7,200.00	200.00 (\$/mob/demob)	3 mobs/de x 12mo/yr.	7,200.00
4b-2013	Operator: Inclusive Operational Hourly Fee	20.00 (\$/hr)	200hrs/mo x 12mo/yr.	48,000.00	20.00 (\$/hr)	200hrs/mo x 12mo/yr.	48,000.00
4c-2013	Operator: Daily Living per diem	25.00 (\$/day)	20 days/mo. x 12mo/yr.	6,000.00	25.00 (\$/day)	20 days/mo. x 12mo/yr.	6,000.00
4d-2013	Operator: Interrupted Hourly Standby	25.00 (\$/hour)	15hrs/mo.	375.00	N/A	N/A	-0-
4e-2013	Operator: Full 10hr. Shift Standby Rate	25.00 (\$/hour)	20hrs/mo.	500.00	N/A	N/A	-0-
4f-2013	% Markup on Bid items 3,4a,4b,4c,4d,4e	5	%x3,4a,b,c,d,e Totals	5,353.75	5	%x3,4a,b,c Totals	5,810.00
5-2013	FWW Slurry Pumping to Sludge Lagoon	0.002 (\$/unit)	2mg/time x 2/yr.	8,000.00	N/A	N/A	-0-
6-2013	Provide New A&D MX-50 Moisture Analyzers	3,000.00 (\$/analyzer)	1 analyzer	3,000.00	3,000.00 (\$/analyzer)	1 analyzer	3,000.00
7-2013	Demobilization for item 2-2013	N/A	Once/project	-0-	N/A	Once/project	-0-
8-2013	2013 Bid Totals Per Plant	Until 2015		618,148.75	Until 2015		619,730.00

Bidders Name: Bio-Nomic Services, Inc.

BID NO. 13141111005

1,237,878.75 (Both EAFWTP & SRWTP)	2013 Bid Totals
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Bidders Name: Bio-Nomic Services, Inc.

BID NO. 13141111005

2014 Bid Schedule Work Sheets, provide this page with Bid							
Bid Item No.	Bid Assumption/Plant	EAFWTP 2014 Unit Cost (By Bidder)	EAFWTP Units	EAFWTP 2014 Bid Cost Total (By Bidder)	SRWTP 2014 Unit Cost (By Bidder)	SRWTP Units	SRWTP 2014 Bid Cost Total (By Bidder)
1-2014	Mobilization for Item 2-2014	N/A Provided in 2013	Once/project	-0-	N/A	Once/project	-0-
2-2014	Monthly Rental for Dewatering Unit & Equip	39,560.00 (\$/mo)	12 months/yr. (Centrifuge)	474,720.00	39,560.00 (\$/mo)	12 months/yr. (Centrifuge or Belt Press)	474,720.00
3-2014	Polymer Cost	1.25 (\$/gal or \$/lb)	900 dts/yr. x 40lbs/dts	45,000.00	1.25 (\$/gal or \$/lb)	2,200 dts/yr. x 20lbs/dts	55,000.00
4a-2014	Operator: Mobilization/ Demobilization	200.00 (\$/mob&demob)	3mobs/de x 12mo/yr.	7,200.00	200.00 (\$/mob&demob)	3mobs/de x 12mo/yr.	7,200.00
4b-2014	Operator: Inclusive Operational Hourly Fee	20.00 (\$/hr)	200hrs/mo x 12mo/yr.	48,000.00	20.00 (\$/hr)	200hrs/mo x 12mo/yr.	48,000.00
4c-2014	Operator: Daily Living per diem	25.00 (\$/day)	20 days/mo. x 12mo/yr.	6,000.00	25.00 (\$/day)	20 days/mo. x 12mo/yr.	6,000.00
4d-2014	Operator: Interrupted Hourly Standby	25.00 (\$/hour)	15hrs/mo.	375.00	N/A	N/A	-0-
4e-2014	Operator: Full 10hr. Shift Standby Rate	25.00 (\$/hour)	20hrs/mo.	500.00	N/A	N/A	-0-
4f-2014	% Markup on Bid items 3,4a,4b,4c,4d,4e	5 %	%x3,4a,b,c,d,e Totals	5,353.75	5 %	%x3,4a,b,c Totals	5,810.00
5-2014	FWW Slurry Pumping to Sludge Lagoon	0.002 (\$/gal)	2 mg/time x 4/yr.	16,000.00	N/A	N/A	-0-
6-2014	Provide New A&D MX- 50 Moisture Analyzers	N/A	1 analyzer	-0-	N/A	1 analyzer	-0-
7-2014	Demobilization for Item 2-2014	N/A	Once/project	-0-	N/A	Once/project	-0-
8-2014	2014 Bid Per Plant Totals			603,148.75 (\$/plant)			596,730.00 (\$/plant)

Bidders Name: Bio-Nomic Services, Inc.

BID NO. 13141111005

2014 Bid Totals	1,199,878.75 (Both EAFWTP & SRWTP)

Bidders Name: Bio-Nomic Services, Inc.

BID NO. 13141111005

2015 Bid Schedule Work Sheets, provide this page with Bid

Bid Item No.	Bid Assumption/Plant	EAFWTP 2015 Unit Cost (By Bidder)	EAFWTP Units	EAFWTP 2015 Bid Cost Total (By Bidder)	SRWTP 2015 Unit Cost (By Bidder)	SRWTP Units	SRWTP 2015 Bid Cost Total (By Bidder)
1-2015	Mobilization for Item 2-2015	N/A Provided in 2013	Once/project	-0-	N/A Provided in 2013	Once/project	-0-
2-2015	Monthly Rental for Dewatering Unit & Equip	39,560.00 (\$/mo)	4 months/yr. (Centrifuge)	158,240.00	39,560.00 (\$/mo)	4 months/yr. (Centrifuge or Belt Press)	158,240.00
3-2015	Polymer Cost	1.25 (\$/lbs or \$/ton)	225 dts/yr. x 40lbs/dts	11,250.00	1.25 (\$/lbs or \$/ton)	500 dts/yr. x 20lbs/dts	12,500.00
4a-2015	Operator: Mobilization/ Demobilization	200.00 (\$/mobilize/demob)	3 mobs/de x 4months	2,400.00	200.00 (\$/mobilize/demob)	3 mobs/de x 4months	2,400.00
4b-2015	Operator: Inclusive Operational Hourly Fee	20.00 (\$/hr)	200hrs/mo. x 4months	16,000.00	20.00 (\$/hr)	200hrs/mo. x 4months	16,000.00
4c-2015	Operator: Daily Living per diem	25.00 (\$/day)	20 days/mo. x 4months	2,000.00	25.00 (\$/day)	20 days/mo. x 4months	2,000.00
4d-2015	Operator: Interrupted Hourly Standby	25.00 (\$/hour)	10hrs/mo.	250.00	N/A	N/A	-0-
4e-2015	Operator: Full 10hr. Shift Standby Rate	25.00 (\$/hour)	10hrs/mo.	250.00	N/A	N/A	-0-
4f-2015	% Markup on Bid items 3, 4a, 4b, 4c, 4d, 4e	5 %	%x3,4a,b,c,d,e Totals	1,607.50	5 %	%x3,4a,b,c Totals	1,645.00
5-2015	FWW Slurry Pumping to Sludge Lagoon	0.002 (\$/hour)	2mg/time x 1/yr	4,000.00	N/A	N/A	-0-
6-2015	Provide New A&D MX- 50 Moisture Analyzers	N/A Provided in 2013	1 analyzer	-0-	N/A	1 analyzer	-0-
7-2015	Demobilization for Item 2-2015	10,000.00 (\$/demobilize/project)	Once/project	10,000.00	10,000.00 (\$/demobilize/project)	Once/project	10,000.00
8-2015	2015 Bid Per Plant Totals			205,997.50 (\$/year Tot)			202,785.00 (\$/year Tot)

Bidders Name: Bio-Nomic Services, Inc.

BID NO. 13141111005

2015 Bid Totals	408,782.50 (Both EAFWTP & SRWTP)
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SECTION III – REQUIREMENTS

H. BID SIGNATURE PAGE, PROVIDE WITH BID

FOR SERVICES known as Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants BID NO. B13141111005

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

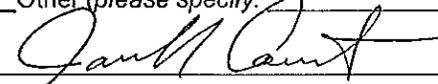
CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Bio-Nomic Services, Inc.
 ADDRESS: 516 Rountree Road, Charlotte, NC 28217
 PHONE #: 800-782-6798 FAX #: 704-529-1648 E-MAIL: jcoert@bio-nomic.com
 STATE TAX I.D. #: 600580042 (NC) FED. TAX I.D. #: 56-1693569
 City of Sacramento Business Operation Tax Certificate #: obtain if awarded
 (Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership
 Corporation Limited Liability Company
 Other (please specify: _____)

BY: (signature of authorized person) 
 PRINT NAME: Joel L. Coert
 TITLE: Secretary - Treasurer ; Division Manager
 CONTACT PHONE/Email: 800-782-6798 jcoert@bio-nomic.com

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

CONTRACTOR:
(Name, legal status and address)
Bio-Nomic Services, Inc.
516 Rountree Road
Charlotte, NC 28217

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address):
City of Sacramento
Dept. of Utilities/Plant Services
Sacramento, CA 95812

BOND AMOUNT: Ten Percent of Amount Bid (10%)

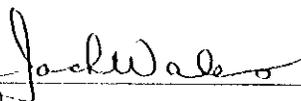
PROJECT:
(Name, location or address, and Principal number, if any) **Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants, Bid # B13141111005**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

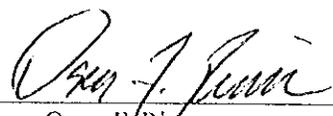
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

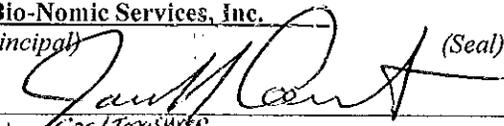
Signed and sealed this 6th day of February, 2013.



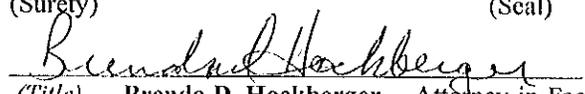
(Witness)



(Witness) Oscar F. Rincon

Bio-Nomic Services, Inc.
(Principal)  *(Seal)*

(Title) Sec/Treasurer

Travelers Casualty and Surety Company of America
(Surety)  *(Seal)*

(Title) Brenda D. Hockberger Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225662

Certificate No. 005220620

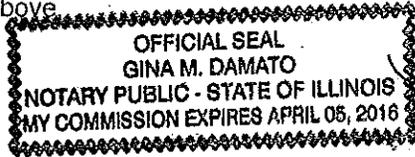
KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Cindy Genslinger, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Rosemary Muliere, Kathy Anderson, Vaenessa Sims, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Petersen, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Heather J. Meneghetti, Stephanie Miller, Grace Lawrence, Ann Mulder, Matthew Donovan, Joanna L. Leggett, Matthew Tobias, Launa Reidenbach, William Matthews, Mary D. Thomas, Anthony Engeltjes, Richard Valente, Brendan Reilly, and Amber Derkson

State of ILLINOIS
County of KENDALL

On this 6th day of February, 2013, before me personally appeared Brenda D. Hockberger, known to me to be the Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.



[Signature of Notary Public]
(Notary Public)

State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Rancy, Senior Vice President

On this the 4th day of October, 2012, before me personally appeared Robert L. Rancy, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature of Marie C. Tetreault]
Marie C. Tetreault, Notary Public



BIO-NOMIC SERVICES, INC.

Specializing in today's needs for environmental protection.

516 Roundtree Road • Charlotte, North Carolina 28217-2133 • (704)-529-0000 • Fax (704)-529-1648

Bid Response Item # 6.

Residual Solids Dewatering Services Proposed Service Plan
for
EA Fairbairn and Sacramento River Water Treatment Plants

EAFWTP

The anticipated mobilization period for the facility was originally February 2013. The project bid date has been postponed several times making planning impossible. Therefore a February 2013 mobilization will not occur due to the time it will take to complete contracts as well as the necessity to re-adjust the Bio-Nomic Services, Inc. work load. Once the mobilization date is determined -- not expected to be prior to April, 2013 - Bio-Nomic Services, Inc. will transport a trailer mounted centrifuge system to the site. The expected set up and startup period is one week. We intend on providing the same or similar unit to the one furnished in year 2009 which had successfully processed the material. The centrifuge system is expected to process the EAFWTP residuals at an average rate of approximately 0.5 Dry Tons per hour. Assuming 900 dry tons per year are to be processed then this will closely coincide with the anticipated 50 hour work week desired. The centrate discharge rate will range from 80 to 160 gpm depending on the residuals feed concentration. The expected 480 volt electric power requirements for all of the equipment at this site will be up to 250 amps.

Sludge pumping equipment and hose provided for the dewatering operations can also be used for the transferring of sludge as requested in the specifications. The WTP end loader will be available for the contractor's use as needed to mix and move sludge.

Major Equipment to be provided:

Centrisys 24" Bowl Self-Contained Centrifuge System
BNS 18,000 gallon Mixing Tank
Sludge Pump and miscellaneous hose/pipe
Polymer and dosing system
One technician and service truck

SRWTP

The originally anticipated mobilization period for the facility is During March 2013. This event period will most now occur after April 1, 2013. Once this mobilization date is designated and after the EAFWTP site is operational then Bio-Nomic Services, Inc. will mobilize a trailer mounted belt filter press system to the site. The expected set up and startup period is one week. We intend on furnishing a 3-belt design trailer mounted press featuring an independent gravity deck section as well as a high capacity twin belt pressure section. We have had excellent service buy these units on drinking water plant residuals. The expected average processing rate of the SRWTP residuals is 1.0 dry tons per hour. Assuming 2,200 dry tons per year to be processed, then this rate will coincide with the desired 50 hour work week. The filtrate discharge rate will be 200 gpm. The expected 480 volt power requirement for operating all of the equipment at this site will be up to 120 amps.



BIO-NOMIC SERVICES, INC.

Specializing in today's needs for environmental protection.

516 Roundtree Road • Charlotte, North Carolina 28217-2133 • (704)-529-0000 • Fax (704)-529-1648

Page 2

Major Equipment to be provided:

Charter Machine 3 Belt Tower Belt Press Self-Contained System

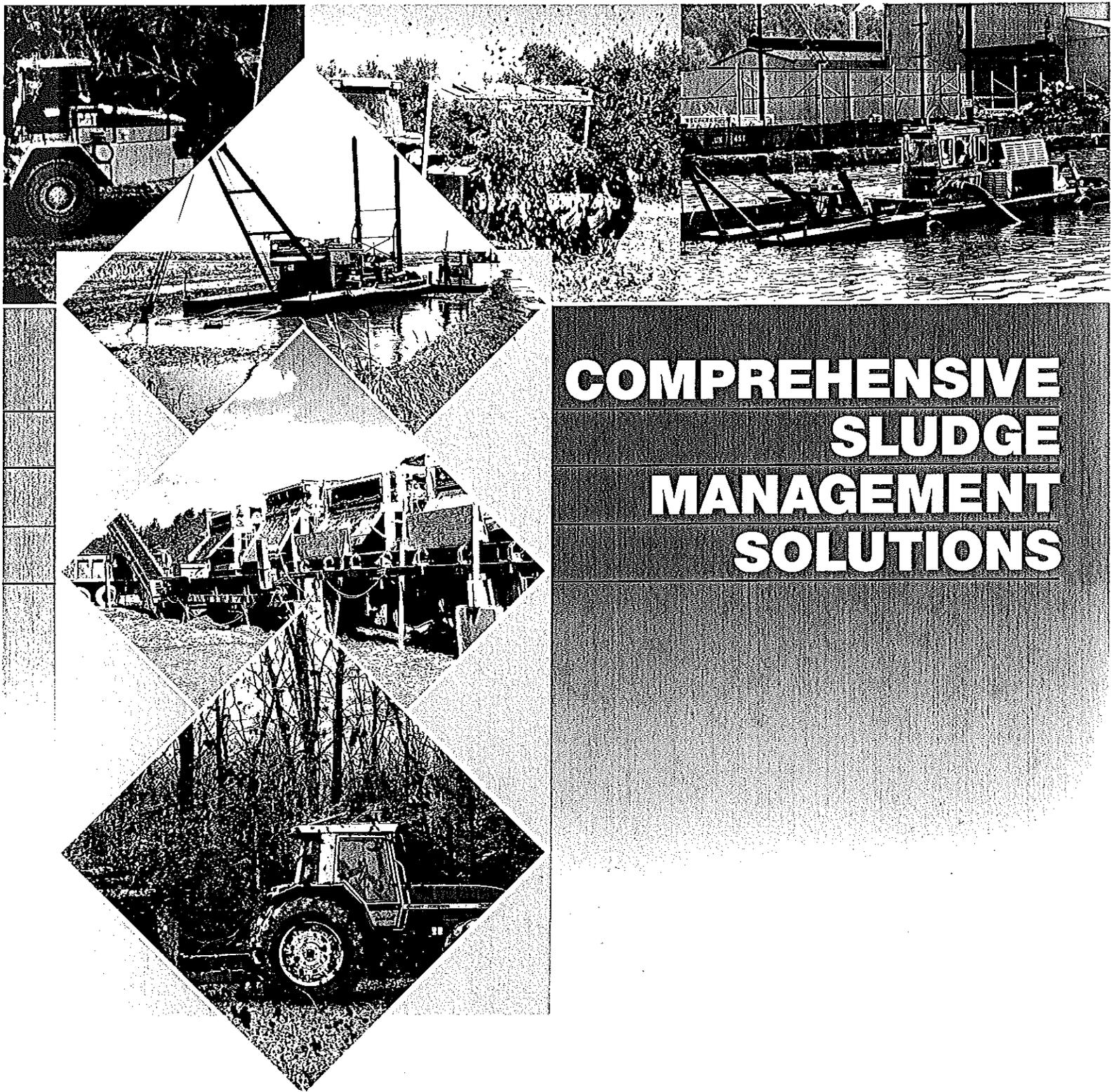
BNS 18,000 gallon Mixing Tank

Filtrate Receiving Tank and Transfer Pump

Sludge Pump and miscellaneous hose/pipe

Polymer and dosing system

One technician and service truck



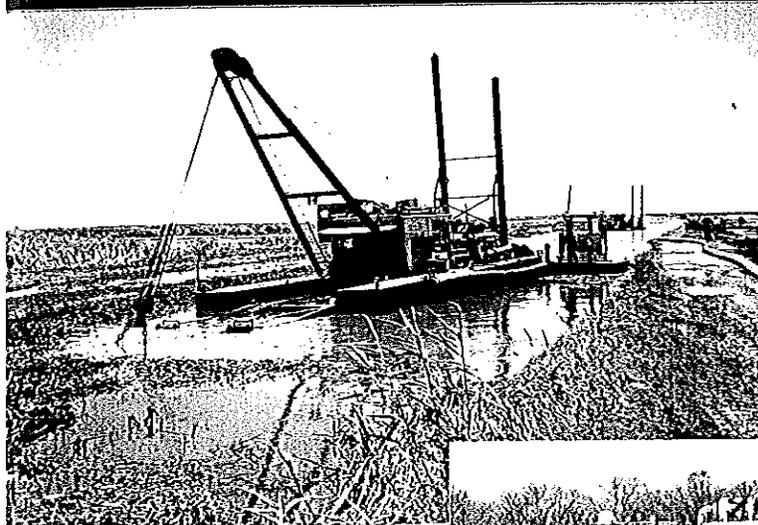
COMPREHENSIVE SLUDGE MANAGEMENT SOLUTIONS

The Companies of Caryl Corporation

- Bio-Nomic Services, Inc.
- Metropolitan Environmental Services, Inc.
- Mobile Dredging & Pumping Co.
- National Plant Services, Inc.

Advanced technology and decades of the solution to your sludge

Sludge Removal



We provide fast, cost-effective solutions to sludge build-up and sedimentation.

- *Qualified technicians perform site surveys and analyze samples to determine optimum procedures for solids removal.*

- *Specialized dredging or pumping equipment is customized for the job and mobilized for operation.*

- *Highly trained and experienced crews remove accumulated sludge, sediment or oily wastes from virtually any location.*



We use the most advanced shallow draft dredging equipment to remove accumulated solids to a depth of 32 feet. Each of these units is GPS equipped, completely portable and operates with minimal turbidity to maintain the "on-line" status and ecological characteristics of the waterway or system. Maximum capacities range from 2,000 to 4,600 gallons per minute and disposal can be as far as three miles away. Optimum value can be achieved by combining removal with our dewatering and land application services.

Sludge Dewatering



We decrease sludge volume to cut your disposal costs.

- *Our sludge dewatering experts can recommend a program to reduce the volume and corresponding costs of transportation and disposal.*

- *Using mobile belt filter presses, recessed chamber presses, and centrifuges, we produce dry sludge cake suitable for disposal by land application or landfilling.*



We specialize in reducing sludge to a fraction of its original volume, shrinking your handling and disposal costs. Our modern dewatering units can be mobilized to your site. Then, once our experienced technicians have removed the sludge from your pond, lagoon, industrial tank, or digester, we dewater the sludge to meet minimum percent total solid requirements for approved disposal. The resulting material can be land-applied or disposed of in a landfill. Sludge stabilization equipment can also be utilized to increase beneficial use and disposal options.

experience make Carylon Companies the management challenges

Land Application/ Beneficial use



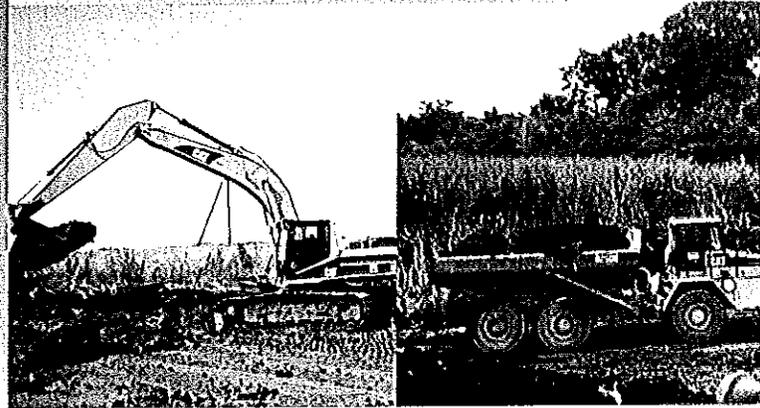
- Site acquisition and permit assistance for beneficial use — lime stabilization, subsurface injection, or surface application.

- Professional agronomic support for soil testing and environmental monitoring services.

- Complete programs on any scale to transport and land-apply liquid or dry biosolids.

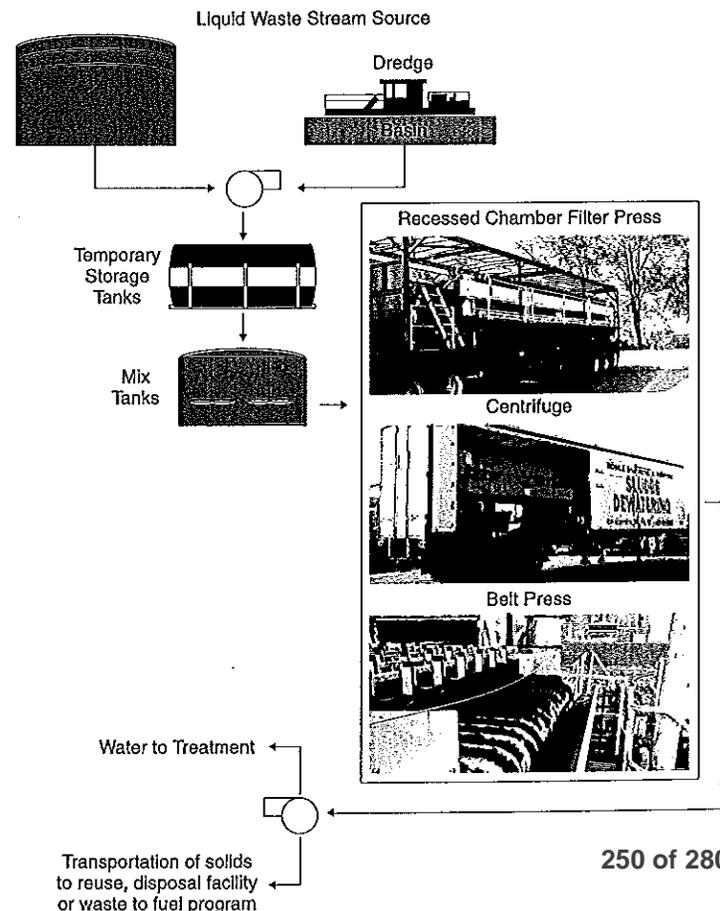
Land application of biosolids has become the most cost-efficient biosolids management strategy, and we provide the full spectrum of services. Our experts consult with area farmers and county/state authorities to secure suitable land-application sites and obtain all required permits. Routine monitoring by certified agronomists ensures environmental compliance.

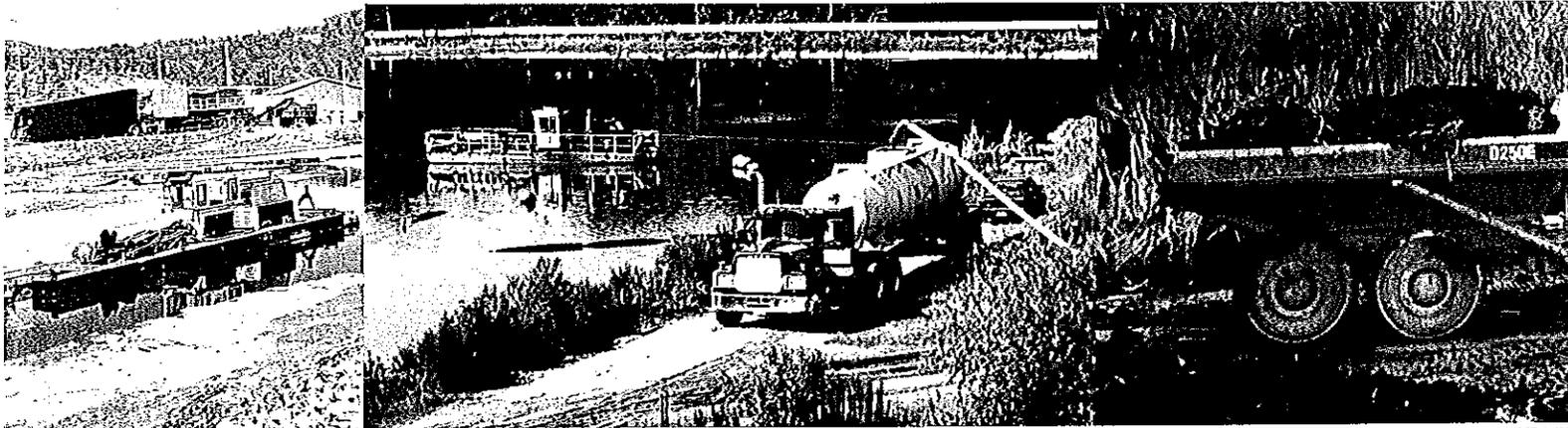
On-Site Soil/ Sludge Remediation



Experienced 40 hour OSHA trained heavy equipment operators enable Carylon companies to complete site remediation projects such as lagoon closures/cappings, routine removal of contaminated soils/sludge, and EPA regulated site closures.

Carylon provides comprehensive waste handling and processing solutions





CHOOSE THE SOLUTION THAT MEETS YOUR SLUDGE MANAGEMENT CHALLENGE

- *Biosolids Land Application* • *Contaminated Soil/Sludge Excavation* • *Hydraulic Dredging*
- *Industrial Tank/Digester Cleaning* • *Lagoon Closures* • *Lime Stabilization of Sludge* • *Sludge Dewatering*

- *Alternate Disposal Options* — designed to meet your specific sludge situation.
- *Project Design and Implementation* — expert needs-analysis and customized recommendations.
- *Computerized Records Management and Data Correlation* — for simplified recordkeeping, reporting, and environmental compliance.
- *Contract Operations* — save even more with long-term contract operations agreements.

For more information, or a job-site survey and cost estimate, call the Carylon company listed below or call toll-free 1-800-621-4342

Bio-Nomic Services, Inc.
Charlotte, NC
1-800-782-6798

**Metropolitan Environmental
Services, Inc.**
Hilliard (Columbus), OH
1-800-860-7378

**Mobile Dredging
& Pumping Co.**
Chester (Philadelphia), PA
1-800-635-9689

**National Plant
Services, Inc.**
Long Beach, CA
1-800-445-3614

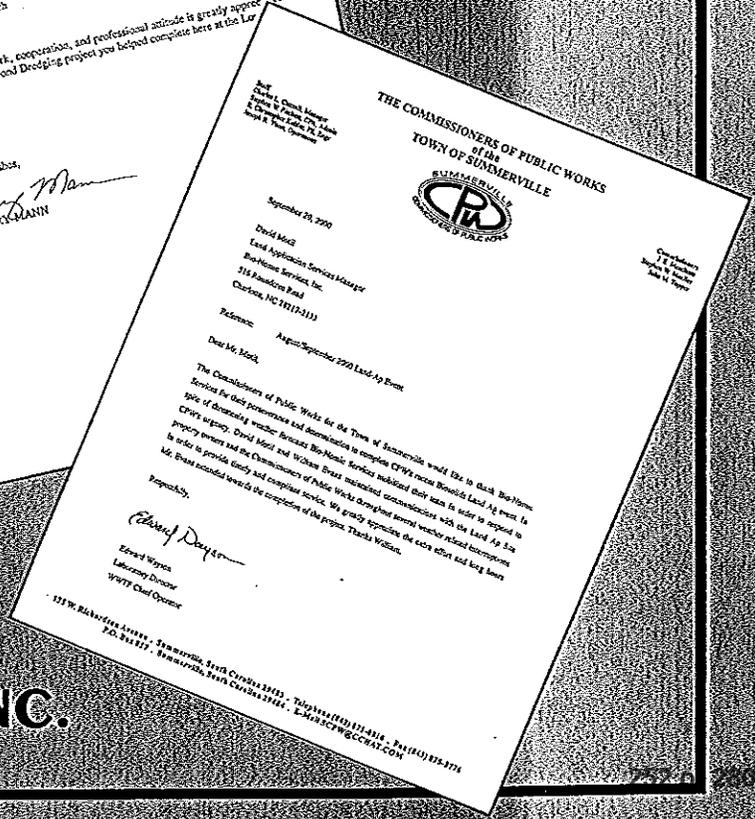
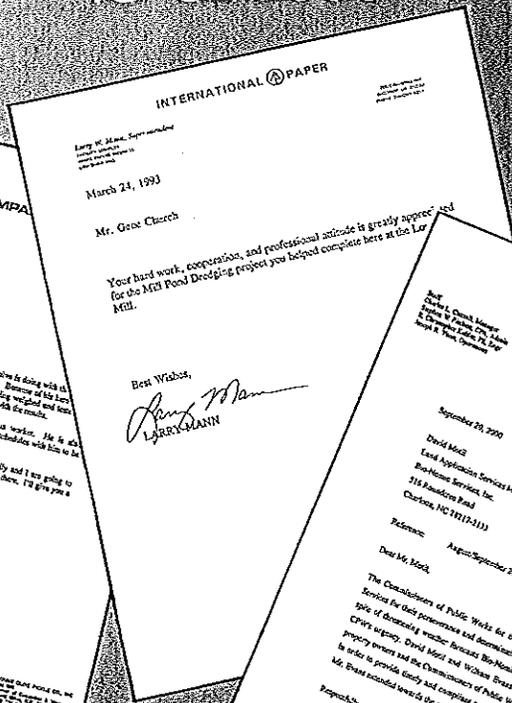
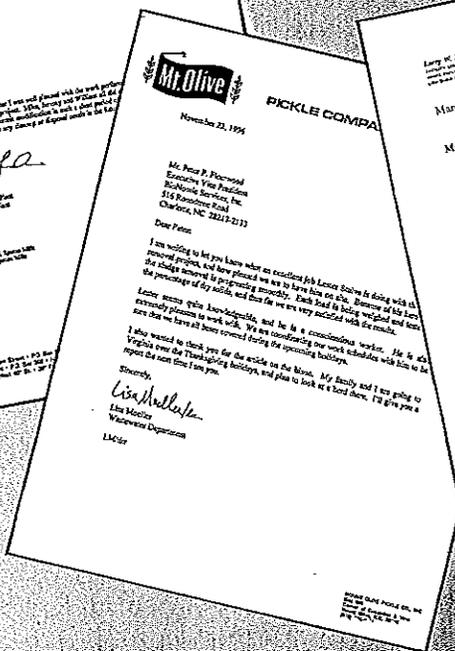
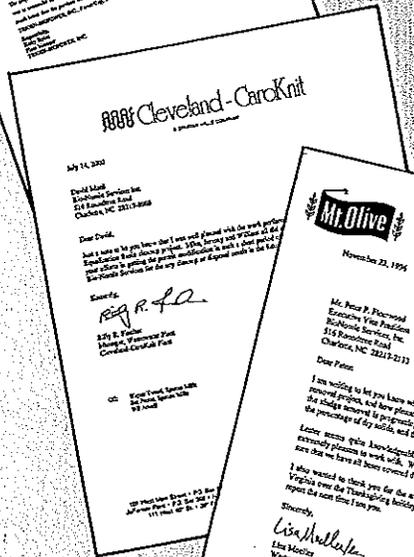
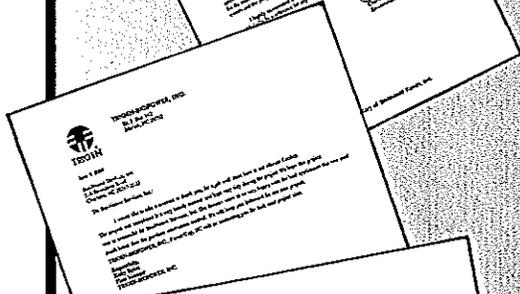
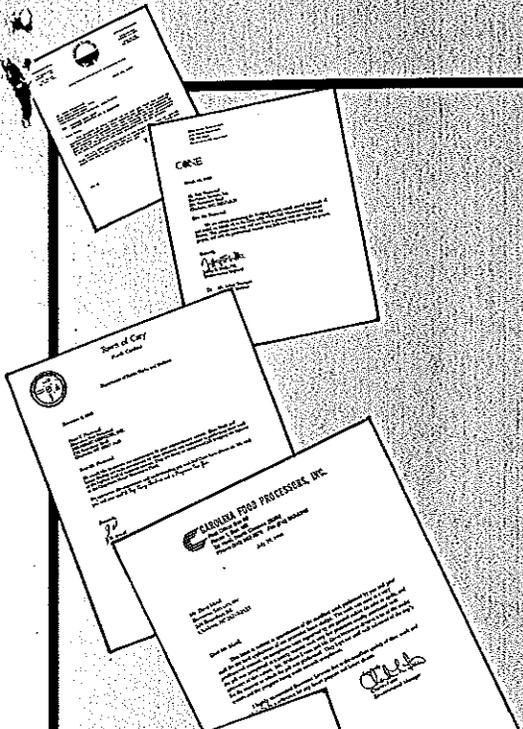


Carylon Corporation

The Environmental Protection Specialists
2500 West Arthington Street
Chicago, IL 60612-4108

www.caryloncorp.com

The names and places change, but...



BIO-NOMIC SERVICES, INC.

122 W. Babcock Street, Summersville, North Carolina 28152 • Telephone (813) 311-4316 Fax (813) 311-3776
 P.O. Box 127, Summersville, North Carolina 28154 • E-mail: BCS@BIO-NOMIC.COM

the story remains the same

OUR CUSTOMERS SAY IT BEST

Shown here are just a few of the letters we have received from our continuously growing list of satisfied customers.

SOLUTIONS NOT EXCUSES

Whether your needs call for the use of one man and one piece of equipment, or the use of multi-disciplinary crews and a fleet of specialized equipment—we're ready. Using thoroughly trained personnel and only the most efficient, economical methods and modern equipment available, we'll help you solve your most difficult environmental maintenance problems.

PEACE OF MIND

When you turn your project over to us you can rest assured that you have given it to the most experienced and best equipped environmental maintenance service company in the business.

UNMATCHED GUARANTEE

What's more, we don't just say you won't have to worry about the outcome of your project, we guarantee it. All of our work is backed by a guarantee that is unmatched in the industry:

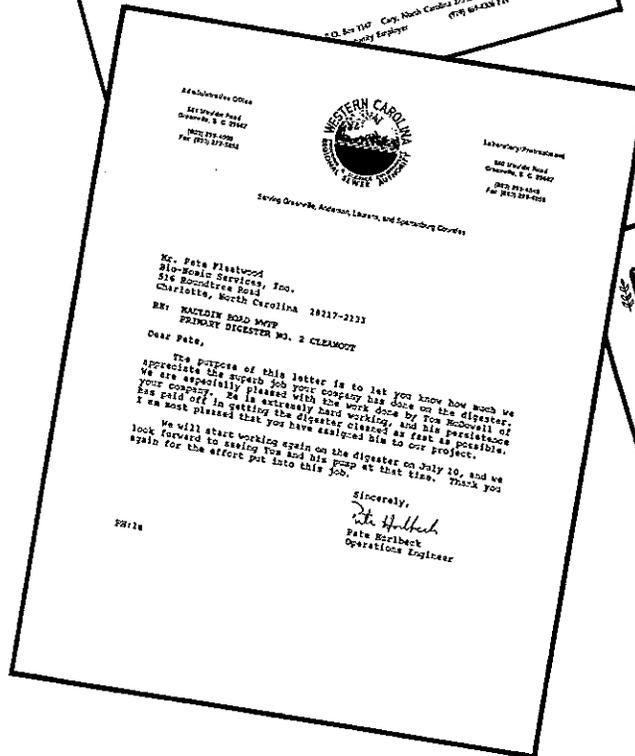
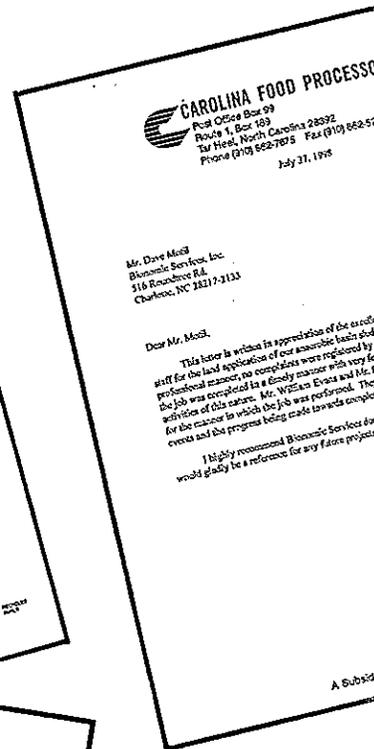
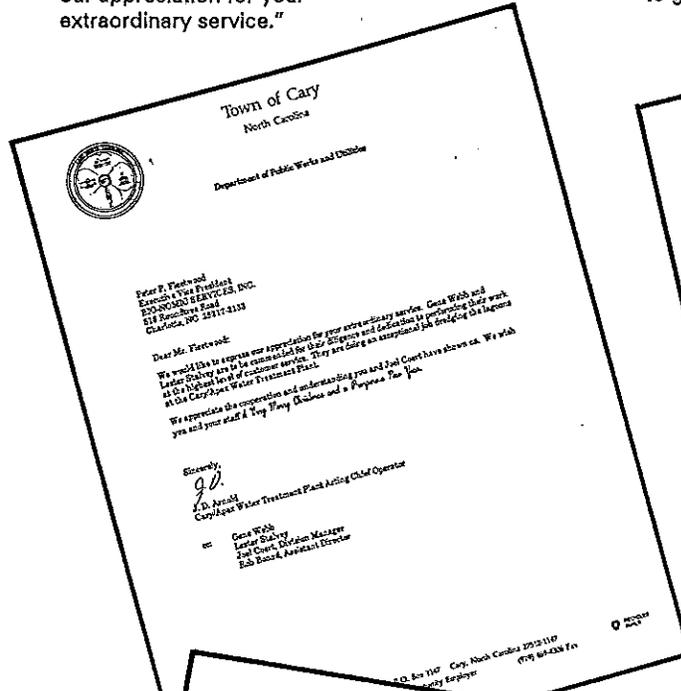
You must be satisfied or you pay absolutely NOTHING for our services.

LET US QUOTE ON YOUR NEXT PROJECT

For a FREE job-site survey and cost-estimate, call **1-800-782-6798**. There's no obligation, of course.

"We would like to express our appreciation for your extraordinary service."

"He is a true professional, very knowledgeable, and always willing to go the extra mile to help out."



"The purpose of this letter is to let you know how much we appreciate the superb job your company has done on the digester."

We are proud to have earned the confidence and respect of

another satisfied customer.

"Your prompt response and attention to details ensured that the press was operationally available for the maximum amount of time while it was on site."

"Their dedication and good attitude allowed the job to be completed in a timely manner."

"Congratulations on your outstanding performance in the cleaning of Digester #2."

INC.

performed by you and your work was done in a very professional manner. I was very pleased for odor control, and cost savings associated with your team. I am sure your customer deserves a lot of credit for staff well informed of the day's activities.

Smithfield Foods, Inc.

Solve it doing with the change site. Because of the hard work, it is being worked and tested for continuous worker. He is also a great work scheduler with him to be a blessing. My family and I are going to look at a herd there. I'll give you a

8888 Cleveland-CarroKnit
A DIXONVILLE COMPANY

July 14, 2000

David Mehl
Economic Services, Inc.
316 Ramoth Road
Charlotte, NC 28217-2133
7-9966

Dear Mr. Mehl:

I was well pleased with the work performed by your people on the digester project. MEI, Jeremy and William did a great job. I also appreciated the prompt modifications in such a short period of time. I will certainly remember it in the way cleanup or disposal needs in the future.

Respectfully,
R. J. [Signature]

Wastewater Plant
at CarroKnit Plant

Wright Trench, Special MEI
Economic Services, Inc.
W. J. Mehl

101 West Main Street - P.O. Box 60
Jefferson, NC 28540
111 West 4th St. - 307-100

CONE

March 16, 1999

Mr. Pete Fleetwood
Economic Services, Inc.
316 Ramoth Road
Charlotte, NC 28217-2133

Dear Mr. Fleetwood:

We are writing concerning the dredging project, which started on March 15 and ended on March 18, at the Cone Mills White Oak Wastewater Treatment Center. This project went very well and Cone is pleased with the results of the project, and with the professional manner that Josh and Jerry managed the project.

Sincerely,
[Signature]
Jeffrey S. Weira, P.E.
Environmental Engineer

CC: Mr. Arthur Tompsett
Mr. Mike Barlasca

TRIGEN

TRIGEN-BIOWATER, INC.
P.O. Box 113
Marion, NC 28552

June 8, 2000

Economic Services, Inc.
316 Ramoth Road
Charlotte, NC 28217-2133

The Economic Services, Inc.:

I would like to take a moment to thank you for a job well done here at our Marion facility. The project was completed in a very timely manner and kept very busy during the project. We hope this project was as successful for Economic Services, Inc. The services seem to be very happy with the hard application that was used. TRIGEN-BIOWATER, INC., Marion, NC will be contacting you for this next project also.

Respectfully,
Bobby Spivey
Plant Manager
TRIGEN-BIOWATER, INC.

THE COMMISSIONERS OF PUBLIC WORKS
of the
TOWN OF SUMMERSVILLE

Summersville
114 S. Main Street
Summersville, NC 28388
John H. Tipton

September 20, 2000

David Mehl
Land Application Services Manager
Economic Services, Inc.
316 Ramoth Road
Charlotte, NC 28217-2133

Reference: August/September 2000 Land-App Event

Dear Mr. Mehl,

The Commissioners of Public Works for the Town of Summersville would like to thank Economic Services for their performance and determination to complete CPW's most difficult Land App event. In spite of threatening weather Economic Services exhibited their team in order to respond to CPW's urgency. David Mehl and William Stone exhibited communication with the Land App Site property owner and the Commissioners of Public Works throughout several weather related interruptions in order to provide timely and compliant service. We greatly appreciate the extra effort and long hours Mr. Stone expended towards the completion of the project. Thanks William.

Respectfully,
[Signature]
Clayton Dawson
City Director
Public Works Director

Summersville, North Carolina 28388 - Telephone (843) 337-4810 - Fax (843) 878-4171
Summersville, North Carolina 28388 - E-Mail: CPW@CCRAL.COM

INTERNATIONAL PAPER

Larry M. Mann, Superintendent
Mill Pond Dredging Project
Louisiana

Mr. Gene Church

Your hard work, cooperation, and professional attitude is greatly appreciated for the Mill Pond Dredging project you helped complete here at the Louisiana Mill.

Best Wishes,
[Signature]
LARRY MANN

"The personnel you have working on this project deserve a lot of credit for making this operation run smooth..."

"I would like to take this opportunity to thank you and your company for the professional job that has been done at our wastewater treatment plant."

"Your hard work, cooperation, and professional attitude is greatly appreciated..."

thousands of customers such as these all across the country.

Services Available Nationwide

Sludge Management Services Available Nationwide

Sludge Dewatering ▪ Lagoon & Pond Cleaning ▪ Hydraulic Dredging
Digester/Tank Cleaning ▪ Biosolids Land Application ▪ Site Permitting
A & B Treatment ▪ Belt Press Rentals



BIO-NOMIC SERVICES, INC.

The Environmental Protection Specialists

516 Roundtree Road ▪ Charlotte, NC 28217-2133 ▪ (704) 529-0000 ▪ Fax (704) 529-1648
E-Mail: office@bio-nomic.com

1-800-782-6798

Visit Our Web Site: www.bio-nomic.com

A CARYLON COMPANY



CITY OF SACRAMENTO COPY

Department of Utilities/Plant Services

Dept. ID 14001111

Bid Number: B13141111005

INVITATION TO BID And Contract Specifications for

Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants

Bids Will Only Be Received Up To The Hour of 2:00 P.M. on Wednesday, February 13, 2013

Bids Must Be Submitted To: City Clerk's Office
P.O. Box 122391
Sacramento, CA 95812-2391

Non-Mandatory Pre-Bid Conference:

Friday, January 25, 2013 at 9:00 am

Attendance is not required, but strongly recommended, especially when not familiar with the facilities at both plants.

The Conference starts at Sacramento River WTP @ 301 Water St., Sacramento, CA 95811 then continues to the EA Fairbairn WTP @ 7501 College Town Dr., Sacramento, CA 95826

Note: For Security Reasons, to attend and access the plants sites, all Conference attendees must RSVP by 4pm January 24th to Craig Chalmers (916) 808-1418

NAME/ADDRESS OF BIDDER SUBMITTING THIS BID, (Provide this page with Bid):

Name of Bidder: SPIESS CONSTRUCTION Co., INC.

Address: PO. BOX 2849

City, State, Zip Code: SANTA MARIA, CA 93457

Bidder Contact Name and Position: SCOTT A. COLEMAN, PRESIDENT

Phone/Cell/Email Address: 805-937-5859 / info@scitanks.com

SECTION III – BIDDER RESPONSE DOCUMENTS

A. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL BIDDER PRIOR TO START OF CONTRACT

The following documents are required to be completed and submitted by the successful bidder prior to the award of the Contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the Contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the Contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

B. BID SECURITY (Required, Provide with Bid) See Section I – Requirements.

C. PERFORMANCE BOND (Required, Provide with Contract) See Section I – Requirements.

D. PAYMENT BOND (Not Required for this Contract))

SECTION III – BIDDER RESPONSE DOCUMENTS

E. DRUG FREE WORKPLACE POLICY AND AFFADAVIT (PROVIDE WITH BID)

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: N/A

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 A CONTRACT, 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: SPIEBS CONSTRUCTION CO., INC.

BY: Scott A. Coleman Signature SCOTT A. COLEMAN, PRES. Title Date: 12 FEBRUARY 2013

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.

F. ITEMS REQUIRING BIDDER RESPONSE (PROVIDE WITH BID)

NOTE: Bidders must provide responses where indicated to the following items numbered 1,2,3,4,5, and 6. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Economic Development, at (916) 808-6747.

A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

- YES - Our firm is certified by the City of Sacramento as a small business enterprise.
- NO - Our firm submitting is not certified by the City of Sacramento as a small business enterprise.

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

B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

- YES - Our firm is certified by the City of Sacramento as an emerging business enterprise.
- NO - Our firm is not certified by the City of Sacramento as an emerging business enterprise.

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

2. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [] or No (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

3. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes or No []

If Yes, what percentage discount would you offer the City to be paid through EFT? 0 %

4. CITY OF SACRAMENTO BOYCOTT OF ARIZONA-HEADQUARTED BUSINESSES:

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

5. EXPERIENCE DOCUMENTATION

The Dewatering Services Contractor shall have a minimum of ten years of continuous dewatering services experience. The Contractor shall in the last six years, have at least three or more dewatering services projects at drinking water treatment plant dewatering residual solids. The Contractor must list the total number of years experience and provide dewatering services project details and references for at least three drinking water dewatering service projects that have occurred in the past six years.

I, the Bidder and Contractor SPIESS CONSTRUCTION CO., INC., have 36 years of continuous dewatering services experience.
PUBLIC WORKS GENERAL ENGINEERING CONTRACTOR

A. Past Project #1:

AgencyName/Location: (PLEASE SEE ATTACHED EXPERIENCE
SUMMARIES)
Contact Name/Phone# _____
Contractor's On-site Project Manager: _____
Equipment Used: _____
Dates: _____ Material Dewatered: _____ Approx. Dry Tons Solids: _____

B. Past Project #2:

AgencyName/Location: _____
Contact Name/Phone# _____
Contractor's On-site Project Manager: _____
Equipment Used: _____
Dates: _____ Material Dewatered: _____ Approx. Dry Tons Solids: _____

C. Past Project #3:

AgencyName/Location: _____
Contact Name/Phone# _____
Contractor's On-site Project Manager: _____
Equipment Used: _____
Dates: _____ Material Dewatered: _____ Approx. Dry Tons Solids: _____



AZ #119975 • CA #333989 • NV #0038929

Spiess Construction Co., Inc.

P.O. Box 2849
Santa Maria, CA 93457-2849
(805) 937-5859
Fax (805) 934-4432

EXPERIENCE SUMMARY MAJOR PROJECTS

BUILDING CONSTRUCTION AND REHABILITATION

1. **Mammoth Lakes Library** **\$8,112,292**

Mono County Office of Education – Richard McAteer (760) 932-5440
P.O. Box 130 Job #25-46
Mammoth Lakes, CA 93546-0130 October 2007

2. **University of California Santa Barbara** **\$7,196,246**
San Clemente Student Housing 01011.23 - Block C Rough Carpentry

Regents of the University of California
c/o Prowest Constructors - Pat Maginnis (951) 678-1038
22710 Palomar Street Job #2621
Wildomar, CA 92595 September 2008

3. **University of California Merced** **\$3,684,702**
Student Housing Phase 3,
Project No. 906262 Bid Pkg. 01 1010 Rough Carpentry

Regents of the University of California
c/o Prowest Constructors – Earl Rush (951) 678-1038
22710 Palomar Street Job #2908
Wildomar, CA 92595 February 2010

PIPELINE AND PUMP STATION INSTALLATION

4. **Construct Facility Upgrades** **\$3,026,863**
Owens Valley Conservation Camp

State of California - DGS/RESO – Mary Whalen 916-376-1655
707 Third Street, Suite 3-305 Job#2602
West Sacramento, CA 95605 July 2007

- | | | |
|-----|---|--|
| 5. | 2538 Zone and 2420 Zone South Pipeline – C1183 | \$6,918,400 |
| | Las Vegas Valley Water District – Randy Goodwill
1001 South Valley View Blvd.
Las Vegas, NV 89153 | (702) 258-3806
Job #2742
December 2008 |
| 6. | Contract 33 Filtration Building Reliability Improvements
PWP #CL-2007-356 | \$5,793,600 |
| | City of Las Vegas – John Bettencourt
400 Stewart Ave.
Las Vegas, NV 89101 | (702) 229-6560
Job #2617
December 2008 |
| 7. | Mira Monte Reservoir & Booster Station | \$7,995,475 |
| | City of Sierra Madre – Bruce Inman
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024 | (626) 355-7135
Job #2643
January 2009 |
| 8. | Contract C1252 Wells Nos 2A and 5A | \$4,624,294 |
| | Las Vegas Valley Water District – Randy Goodwill
1001 South Valley View Blvd.
Las Vegas, NV 89153 | (702) 258-3806
Job #2814
October 2009 |
| 9. | Pump Station Improvements
East Side Pump Station & Main Pump Station | \$2,563,418 |
| | City of El Centro – Randy Hines
307 W. Brighton
El Centro, CA 92243 | (760) 337-4506
Job #2825
July 2010 |
| 10. | Laughlin Lift Station No. 3 Rehabilitation Phase 1 | \$10,864,516 |
| | Clark County Water Reclamation District – Brent Moser
5857 Flamingo Rd.
Las Vegas, NV 89122 | (702) 668-8181
Job #2839
July 2010 |

WELDED STEEL WATER STORAGE RESERVOIRS

- | | | |
|-----|---|--|
| 11. | Gypsy Hill / Royce Tank Project | \$2,902,721 |
| | North Coast County Water District – Bert Weiss
P.O. Box 1039
Pacifica, CA 94044 | (650) 355-3462
Job #2620
February 2008 |
| 12. | Coyote Springs Well & Moapa Transmission Line | \$1,272,835 |
| | Two 750K Gallon Welded Steel Tanks | |
| | Southern Nevada Water Authority
c/o TIC – Martin Miller
2211 Elk River Rd.
Steamboat Springs, CO 80477 | (970) 879-2561
Job #2801
March 2009 |
| 13. | Rancho Solano Zone 3 Reservoir | \$1,183,542 |
| | Recoating & Rehabilitation | |
| | City of Fairfield - Thanh Vuong
1000 Webster Street
Fairfield, CA 94533 | (707) 249-3118
Job#2838
July 2009 |
| 14. | 2007 CDBG Public Works Central Park | \$1,419,361 |
| | Elevated Water Storage Tank Improvement Project | |
| | City of Guadalupe
c/o RM Associates - Robert James
1111 E. Herndon Ave., #306,
Fresno, CA 93720 | (559) 449-0400
Job#2807
July 2010 |
| 15. | Greenridge Terrace Reservoirs, | \$1,748,350 |
| | Tank 1 & 2 Replacement, Los Gatos, CA | |
| | San Jose Water Company - Frank Du
1262 Bascom Ave.
San Jose, CA 95128 | (408) 279-7880
Job#2903
September 2010 |

SITE/CIVIL

- | | |
|--|--|
| 16. Remote Lot A Site Improvements | \$7,600,653 |
| Burbank-Glendale-Pasadena
Airport District – Robert Anderson
2637 Hollywood Way
Burbank, CA 91505 | (818) 565-1305
Job #26-35
April 2008 |
| 17. University Of California Santa Barbara
San Clemente Student Housing
01011.16 Block B CIP Concrete | \$2,795,600 |
| Regents of the University of California
c/o Prowest Constructors – Tom Magnuson
22710 Palomar Street
Wildomar, CA 92595 | (805) 207-6249
Job #2605
August 2008 |
| 18. Lake Mary Road Bike Path and Road
Rehabilitation Project - Contract No. PW-G-06/07-04 | \$9,200,214 |
| Town of Mammoth Lakes – Peter Bernasconi, P. E.
P. O. Box 1609
Mammoth Lakes, CA 93546 | (760) 934-8989
Job #2730
November 2011 |
| 19. San Timoteo Creek Emergency Basins Excavation Project | \$4,012,825 |
| County of San Bernardino – Sri Srirajan
825 East Third Street
San Bernardino, CA 92415 | (909) 387-7935
Job #21128
March 2012 |

5. EXPERIENCE DOCUMENTATION

The Dewatering Services Contractor shall have a minimum of ten years of continuous dewatering services experience. The Contractor shall in the last six years, have at least three or more dewatering services projects at drinking water treatment plant dewatering residual solids. The Contractor must list the total number of years experience and provide dewatering services project details and references for at least three drinking water dewatering service projects that have occurred in the past six years.

I, the Bidder and Contractor ^{SUB} Karl Needham Ent., have 28 years of continuous dewatering services experience.

A. Past Project #1:

AgencyName/Location: Contra Costa Water District, Bollman and Randall Bold WTP
 Contact Name/Phone# Patrick Panus - Production Manager - 925.625.6601
 Contractor's On-site Project Manager: Karl Needham
 Equipment Used: Centrifuge operations and Brown Bear solar drying
 Dates: 1991-2010 Material Dewatered: Alum Approx. Dry Tons Solids: 2400 DT/year

B. Past Project #2:

AgencyName/Location: Alameda County Flood Control, Zone 7 Water District Del Valle WTP
 Contact Name/Phone# Coulter Anderson - Production Manager 925.337.6726
 Contractor's On-site Project Manager: Karl Needham
 Equipment Used: Centrifuge dewatering operations and Brown Bear solar drying
 Dates: 2005 - present Material Dewatered: Ferric Chloride Approx. Dry Tons Solids: 2400 DT /year

C. Past Project #3:

AgencyName/Location: Alameda County Flood Control, Zone 7 Water District, Patterson Pass WTP
 Contact Name/Phone# Coulter Anderson - Production Manager - 925.337.6726
 Contractor's On-site Project Manager: Karl Needham
 Equipment Used: Centrifuge dewatering services
 Dates: 2005- present Material Dewatered: Ferric Chloride Approx. Dry Tons Solids: 2400 DT / year

6. CONTRACTOR PROPOSED DEWATERING SERVICES PLAN FOR THE CITY OF SACRAMENTO

The Contractor must write, in detail, a proposed plan for providing Dewatering Services. Included in that written plan must be information about dewatering equipment and associated equipment located at both plants including equipment operational perimeters, production and discharge rates, dewatering operations and operators, and a proposed mobilization plan and mobilization schedule.

The equipment to be used would be essentially the same at both plants.

The dewatering plant would consist of a centrifuge, Equalization/mix tank, slurry pump, polymer make down system, cake discharge conveyor and a scale for measuring polymer use. We utilize two operators to slurry the residual solids and operate the centrifuges.

The centrifuges would be Humboldt CP3084 high solids dewatering 3000 G machines. The bowls on these machines are 30 inches in diameter and 120 inches long. These machines are capable of 300 plus GPM feed. We would limit production to 200 GPM in order to comply with your specification. We expect out put cake to be about 20% @ EAFWTP and 23-25% @ SRWTP.

The residual material would be slurried to the equalization / mix tank from the adjacent basin. Feed would be taken from the tank and polymer added to enhance the dewaterability of the material. The cake would be discharged to a 40 foot conveyor which would transport the solids to the empty basin. Centrate would be discharged to the city sewer via pipeline.

The polymer we anticipate using is manufactured by SNF Polydyne. The product will most likely be A210P, an anionic NSF certified emulsion polymer.

The dewatering installations would be mobilized and operational in 5-10 days following notice to proceed.

A daily log would be maintained on site. The production log would be similar to the attached.

PPWTP

DECEMBER 2012

Dec	Time	Rate	Cake %	Gallons Stop	Gallons Start	Total	Poly Stop	Poly Start	Total	KWH Stop	KWH Start	Total
1					30,112,130			1,562			333,544	
2												
3	7:00		22.41	30,439,740	30,112,130	327,610	1,329	1,562	233	335,015	333,544	1,471
4	7:00		23.1	30,543,990	30,439,740	104,250	1,274	1,329	55	335,474	335,015	459
5	7:00		23.14	30,621,804	30,543,990	77,814	1,249	1,274	25	335,996	335,474	522
6	6:30		23.2	30,687,176	30,621,804	65,372	1,230	1,249	19	336,320	335,996	324
7	7:00		23.17	30,743,482	30,687,176	56,306	1,178	1,230	52	336,738	336,320	418
8												
9												
10	8:00		23.11	30,930,472	30,743,482	186,990	1,008	1,178	170	338,297	336,738	1,559
11	7:30		22.86	31,036,020	30,930,472	105,548	950	1,008	58	338,790	338,297	493
12	8:30		22.4	31,138,212	31,036,020	102,192	889	950	61	339,330	338,790	503
13	7:30		22.1	31,213,924	31,138,212	75,721	848	889	41	339,763	339,330	433
14	10:30		22.14	31,328,008	31,213,924	114,084	803	848	45	340,226	339,763	503
15												
16												
17	7:30		22.41	31,691,926	31,328,008	363,918	680	803	123	342,073	34,226	1,807
18	12:00		23.12	31,743,998	31,691,926	52,072	637	680	43	342,330	342,073	257
19	9:00		23.21	31,903,333	31,743,998	159,335	579	637	58	343,118	342,330	788
20	8:00		22.87	32,065,000	31,903,333	161,667	514	579	65	343,722	343,118	604
21	9:00		22.41	32,208,600	32,065,000	143,600	450	514	64	344,323	343,722	601
22	3:00pm		23.02	32,382,400	32,208,600	173,800	1,882	1,964	82			
23	7:30		23.11	32,497,800	32,382,400	115,400	1,830	1,882	52			
24	7:30		22.97	32,555,170	32,497,800	57,370	1,793	1,830	37	346,042	344,323	1,719
25												
26	7:30		22.52	32,834,500	32,555,170	279,330	1,758	1,793	35	347,351	346,042	1,309
27	10:00		22.67	32,990,910	32,834,500	156,410	1,699	1,758	59	348,031	347,351	680
28	6:30		23.23	33,069,306	32,990,910	78,396	1,723	1,699	???	348,266	348,031	235
29												
30												
31	8:00		23.18	33,561,257	33,069,306	491,951	1,517	1,723		350,119	348,266	1,853
N/A= unreadable												1,377
												16,538

D. SECTION III – BIDDER RESPONSE DOCUMENTS

G. BID SCHEDULE AND BID SCHEDULE WORK SHEETS (PROVIDE WITH BID)

Bidders Name: SPIESS CONSTRUCTION CO., INC.

The bidder noted above hereby proposes and agrees to furnish any and all required labor, equipment, material, transportation, and services for:

Residual Solids Dewatering Services for EA Fairbairn and Sacramento River Water Drinking Water Treatment Plants

The Services herein described will be provided, starting in February 2013 and continuously through early to mid-year 2015, unless project is completed early or extended due to unforeseen construction delays, in the City of Sacramento at both the City's Drinking Water Treatment Plants. Services will be performed in conformity with these specifications and provisions, all as on file in the Office of the City Clerk, at the unit costs shown in the Bid Schedule and Bid Schedule Work Sheets below. (Note: The Summary Bid Schedule is developed by first completing the attached 2013, 2014, and 2015 Bid Schedule Work Sheets. For bidding purposes, please provide a full year's costs for 2015. The Unit Prices listed by the Bidder for 2013, 2014, and 2015 will be binding for the Contract and its duration. The Bid Totals listed by the Bidder for 2013, 2014, and 2015 are for Bid Evaluation purposes against other Bidders and for a Total Not-to-Exceed Contract Amount).

Summary Bid Schedule

Year	Description	EAFWTP Bid Total	SRWTP Bid Total
2013	Bid Items 1,2,3,4a,4b,4c,4d,4e,4f,5,6	713,991.20	701,600.00
2014	Bid Items 2,3,4a,4b,4c,4d,4e,4f,5,6	710,591.20	678,200.00
2015	Bid Items 2,3,4a,4b,4c,4d,4e,4f,5,7	250,370.00	239,300.00
	SUBTOTALS	1,674,952.40	1,619,100.00

EAFWTP 2013, 2014, and 2015 Bid Total Amount Summary = \$ 1,674,952.40

SRWTP 2013, 2014, and 2015 Bid Total Amount Summary = \$ 1,619,100.00

Total Bid and Contract Not-to-Exceed Amount = \$ 3,294,052.40

Bidders Name: SPIESS CONSTRUCTION CO., INC.

BID NO. 13141111005

2013 Bid Schedule, provide this page with Bid							
Bid Item No.	Bid Assumption/Plant	EAFWTP 2013 Unit Cost (By Bidder)	EAFWTP Units	EAFWTP 2013 Bid Cost Total (By Bidder)	SRWTP 2013 Unit Cost (By Bidder)	SRWTP Units	SRWTP 2013 Bid Cost Total (By Bidder)
1-2013	Mobilization for Item 2-2013	20,000.00 (\$/Mob/project)	Once/project	20,000.00	20,000.00 (\$/Mob/project)	Once/project	20,000.00
2-2013	Monthly Rental for Dewatering Unit & Equip	26,000.00 (\$/mo)	12 months/yr. (Centrifuge)	312,000.00	261,000.00 (\$/mo)	12 months/yr. (Centrifuge or Belt Press)	312,000.00
3-2013	Polymer Cost	1.45 (\$/gals or \$/lb.)	900 dts/yr. x 40lbs/dts	52,200.00	1.45 (\$/gals or \$/lb.)	2,200 dts/yr. x 20lbs/dts	63,800.00
4a-2013	Operator: Mobilization/Demobilization	0 (\$/mob&demob)	3 mobs/de x 12mo/yr.	0	0 (\$/mob&demob)	3 mobs/de x 12mo/yr.	0
4b-2013	Operator: Inclusive Operational Hourly Fee	120.00 (\$/hr)	200hrs/mo x 12mo/yr.	288,000.00	120.00 (\$/hr)	200hrs/mo x 12mo/yr.	288,000.00
4c-2013	Operator: Daily Living per diem	0 (\$/day)	20 days/mo. x 12mo/yr.	0	0 (\$/day)	20 days/mo. x 12mo/yr.	0
4d-2013	Operator: Interrupted Hourly Standby	120.00 (\$/hour)	Based upon 15hrs/mo	1,800.00	N/A	N/A	-0-
4e-2013	Operator: Full 10hr. Shift Standby Rate	120.00 (\$/hour)	Based upon 20hrs/mo.	2,400.00	N/A	N/A	-0-
4f-2013	% Markup on Bid items 3,4a,4b,4c,4d,4e	5 (%)	%x3,4a,b,c,d,e Totals	14,191.20	5 (%)	%x3,4a,b,c Totals	14,400.00
5-2013	FWW Slurry Pumping to Sludge Lagoon	10,000.00 (\$/analyzer)	2mg/time x 2/yr.	20,000.00	N/A	N/A	-0-
6-2013	Provide New A&D MX-50 Moisture Analyzers	3,400.00 (\$/analyzer)	1 analyzer	3,400.00	(\$/analyzer)	1 analyzer	3,400.00
7-2013	Demobilization for Item 2-2013	N/A	Once/project	-0-	N/A	Once/project	-0-
8-2013	2013 Bid Totals Per Plant			771,191.20 (EAFWTP)			701,600.00 (SRWTP)

600 \$ 713,991.20

Bidders Name: SPIESS CONSTRUCTION Co., INC.

BID NO. 13141111005

\$ 1,415,591.20
(Both EAFWTP & SRWTP)

2013 Bid Totals	

Bidders Name: SPRESS CONSTRUCTION CO., INC.

BID NO. 13141111005

2014 Bid Schedule Work Sheets, provide this page with Bid

Bid Item No.	Bid Assumption/Plant	EAFWTP 2014 Unit Cost (By Bidder)	EAFWTP Units	EAFWTP 2014 Bid Cost Total (By Bidder)	SRWTP 2014 Unit Cost (By Bidder)	SRWTP Units	SRWTP 2014 Bid Cost Total (By Bidder)
1-2014	Mobilization for Item 2-2014	N/A Provided in 2013	Once/project	-0-	N/A Provided in 2013	Once/project	-0-
2-2014	Monthly Rental for Dewatering Unit & Equip	26,000.00 (\$/mo)	12 months/yr. (Centrifuge)	312,000.00	26,000.00 (\$/mo)	12 months/yr. (Centrifuge or Belt Press)	312,000.00
3-2014	Polymer Cost	1.45 (\$/gals or \$/lb.)	900 dts/yr. x 40lbs/dts	52,200.00	1.45 (\$/gals or \$/lb.)	2,200 dts/yr. x 20lbs/dts	63,800.00
4a-2014	Operator: Mobilization/ Demobilization	-0- (\$/mob&demob)	3mobs/de x 12mo/yr.	-0-	-0- (\$/mob&demob)	3mobs/de x 12mo/yr.	-0-
4b-2014	Operator: Inclusive Operational Hourly Fee	120.00 (\$/hr)	200hrs/mo x 12mo/yr.	288,000.00	120.00 (\$/hr)	200hrs/mo x 12mo/yr.	288,000.00
4c-2014	Operator: Daily Living per diem	-0- (\$/day)	20 days/mo. x 12mo/yr.	-0-	-0- (\$/day)	20 days/mo. x 12mo/yr.	-0-
4d-2014	Operator: Interrupted Hourly Standby	120.00 (\$/hour)	15hrs/mo.	1,800.00	N/A	N/A	-0-
4e-2014	Operator: Full 10hr. Shift Standby Rate	120.00 (\$/hour)	20hrs/mo.	2,400.00	N/A	N/A	-0-
4f-2014	% Markup on Bid Items 3,4a,4b,4c,4d,4e	5 (%)	%x3,4a,b,c,d,e Totals	14,141.20	5 (%)	%x3,4a,b,c Totals	14,140.00
5-2014	FWW Slurry Pumping to Sludge Lagoon	10,000.00 (\$/gal)	2 mg/time x 4/yr.	40,000.00	N/A	N/A	-0-
6-2014	Provide New A&D MX-50 Moisture Analyzers	N/A Provided in 2013	1 analyzer	-0-	N/A Provided in 2013	1 analyzer	-0-
7-2014	Demobilization for Item 2-2014	N/A Until 2015	Once/project	-0-	N/A Until 2015	Once/project	-0-
8-2014	2014 Bid Per Plant Totals		\$	710,591.20 (EAFWTP)		\$	678,200.00 (SRWTP)

Bidders Name: SPIESS CONSTRUCTION CO., INC.

BID NO. 13141111005

	2014 Bid Totals
<p>\$ 1,588,791.20 (Both EAFWTP & SRWTP)</p>	

Bidders Name: SPIESS CONSTRUCTION Co., Inc.

BID NO. 13141111005

2015 Bid Schedule Work Sheets, provide this page with Bid							
Bid Item No.	Bid Assumption/Plant	EAFWTP 2015 Unit Cost (By Bidder)	EAFWTP Units	EAFWTP 2015 Bid Cost Total (By Bidder)	SRWTP 2015 Unit Cost (By Bidder)	SRWTP Units	SRWTP 2015 Bid Cost Total (By Bidder)
1-2015	Mobilization for Item 2-2015	N/A Provided in 2013	Once/project	-0-	N/A Provided in 2013	Once/project	-0-
2-2015	Monthly Rental for Dewatering Unit & Equip	26,000.00 (\$/mo)	4 months/yr. (Centrifuge)	104,000.00	26,000 (\$/mo)	4 months/yr. (Centrifuge or Belt Press)	104,000.00
3-2015	Polymer Cost	1.45 (\$/gals or \$/lb.)	225 dts/yr. x 40lbs/dts	13,050.00	1.45 (\$/gals or \$/lb.)	500 dts/yr. x 20lbs/dts	14,500.00
4a-2015	Operator: Mobilization/ Demobilization	0 (\$/mob&demob)	3 mobs/de x 4months	0	0 (\$/mob&demob)	3 mobs/de x 4months	0
4b-2015	Operator: Inclusive Operational Hourly Fee	120.00 (\$/hr)	200hrs/mo. x 4months	96,000.00	120.00 (\$/hr)	200hrs/mo. x 4months	96,000.00
4c-2015	Operator: Daily Living per diem	0 (\$/day)	20 days/mo. x 4months	0	0 (\$/day)	20 days/mo. x 4months	0
4d-2015	Operator: Interrupted Hourly Standby	120.00 (\$/hour)	10hrs/mo.	1,200.00	N/A	N/A	-0-
4e-2015	Operator: Full 10hr. Shift Standby Rate	120.00 (\$/hour)	10hrs/mo.	1,200.00	N/A	N/A	-0-
4f-2015	% Markup on Bid items 3,4a,4b,4c,4d,4e	5 (%)	%x3,4a,b,c,d,e Totals	4,920.00	5 (%)	%x3,4a,b,c Totals	4,920.00
5-2015	FWW Slurry Pumping to Sludge Lagoon	10,000 (\$/gal)	2mg/time x 1/yr	10,000.00	N/A	N/A	-0-
6-2015	Provide New A&D MX-50 Moisture Analyzers	N/A Provided in 2013	1 analyzer	-0-	N/A Provided in 2013	1 analyzer	-0-
7-2015	Demobilization for Item 2-2015	20,000.00 (\$/demob/project)	Once/project	20,000.00	20,000.00 (\$/demob/project)	Once/project	20,000.00
8-2015	2015 Bid Per Plant Totals		\$	250,370.00 (EA/RWTP)		\$	239,300.00 (SRWTP)

Bidders Name: SPIESS CONSTRUCTION CO., INC.

BID NO. 13141111005

2015 Bid Totals	\$ 489,670.00 (Both EAFWTP & SRWTP)
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SECTION III – REQUIREMENTS

H. BID SIGNATURE PAGE, PROVIDE WITH BID

FOR SERVICES known as Residual Solids Dewatering Services for EA Fairhairn and Sacramento River Water Drinking Water Treatment Plants BID NO. B1314111005

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: SPIESS CONSTRUCTION Co., INC.

ADDRESS: P.O. BOX 2849, SANTA MARIA, CA 93457

PHONE #: 805-937-5859 FAX #: 805-934-4432 E-MAIL: info@scuitanks.com

STATE TAX I.D. #: 2529027-1 FED. TAX I.D. #: 95-3119974

City of Sacramento Business Operation Tax Certificate #: WILL OBTAIN IF APPARENT LOW BIDDER
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership Corporation Limited Liability Company
 Other (please specify: _____)

BY: (signature of authorized person) 

PRINT NAME: SCOTT A. COLEMAN

TITLE: PRESIDENT

CONTACT PHONE/Email: 805-937-5859 / info@scuitanks.com

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, that we Spieß Construction Co., Inc.

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America a corporation duly organized under the laws of the State of Connecticut as Surety, hereinafter called the Surety, are held and firmly bound unto City of Sacramento

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid Dollars (\$ 10%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Residual Solids Dewatering Services for EA Fairbairn & Sacramento River Water Drinking Water Treatment Plants

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of February , 2013 .

Laura June
(Witness)

Spieß Construction Co., Inc.
(Principal)

By: *Scott A. Coleman*

(Title)

SCOTT A. COLEMAN, PRESIDENT

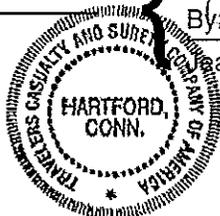
Travelers Casualty and Surety Company of America
(Surety) (Seal)

By: *Jean L. Neu*

Jean L. Neu

(Title) Attorney-in-Fact

(Witness)



ACKNOWLEDGMENT

State of California
County of Santa Clara)

On February 8, 2013 before me, Erin Bautista, Notary Public
(Insert name and title of the officer)

personally appeared Jean L. Neu
who proved to me on the basis of satisfactory evidence to be the person(x) 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.

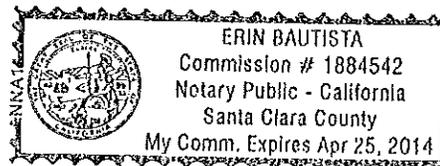
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Erin Bautista

(Seal)





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

Principal: Spiess Construction Co., Inc.

OR

Project Description: Residual Solids Dewatering Services for EA Fairbairn &
Sacramento River Water Drinking Water Treatment

Obligee: City of Sacramento

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jean L. Neu of the City of San Francisco, State of CA, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of September, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

Handwritten signature of Robert L. Raney, Senior Vice President

On this the 10th day of September, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2016.



Handwritten signature of Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of February, 2013



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.