

Meeting Date: 5/31/2016

Report Type: Consent

Report ID: 2016-00551

Title: Contract: Combined Wastewater Treatment Plant (CWTP) Asbestos Mitigation

Location: District 5

Recommendation: Pass a Motion 1) approving the contract plans and specifications for the CWTP Effluent Launder Replacement project; and 2) awarding the contract to GSE Construction Co., Inc for an amount not-to-exceed \$949,970.

Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Brett Grant, Supervising Engineer, (916) 808-1413; James Yorita, Project Manager, (916) 808-1911, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Cip Engineering

Dept ID: 14001321

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Location Map
- 4-Agreement

City Attorney Review

Approved as to Form
Joe Robinson
5/23/2016 5:59:06 PM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 5/12/2016 9:45:43 AM

Description/Analysis

Issue Detail: Staff recommends Council approve a motion to award a contract to GSE Construction Co., Inc. to remove and replace asbestos components from the City's Combined Wastewater Treatment Plant (CWTP). Contractor will remove existing asbestos laundries, asbestos outlet pipes, asbestos roof and siding on sheds and replace with new stainless steel laundries, PVC outlet pipes, and metal roof and siding on shed. The existing asbestos components have been determined to be a health and safety hazard.

Policy Considerations: This action is in conformance with City Code Chapter 3.60 Articles I and III, which provide that City Council may award competitively bid contracts to the lowest responsible bidder. The proposed work is consistent with the criteria set forth in the Department of Utilities' Capital Improvement Programming Guide.

Economic Impacts: This project is expected to create 3.8 total jobs (2.2 direct jobs and 1.6 jobs through indirect and induced activities) and create \$586,544 in total economic output (\$369,704 of direct output and another \$216,840 of output through indirect and induced activities).

The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to quantify the economic impacts of a hypothetical \$1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.

Environmental Considerations: The Community Development Department, Environmental Planning Services staff has determined that the proposed project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302. The project consists of the replacement of existing asbestos concrete pipes with stainless steel laundries (utility systems) that will be located on the same site as the structure replaced and will have substantially the same purpose and capacity of the structures replaced (15302). Asbestos concrete pipe materials will be removed by a licensed asbestos abatement contractor and work will be completed pursuant to all applicable regulations.

Sustainability: The project is consistent with the City's Sustainability Master Plan and sustainability targets as it will enable the CWTP to continue to provide combined wastewater storage and primary treatment during high flow events.

Commission/Committee Action: Not Applicable.

Rationale for Recommendation: The project was formally advertised for bids on April 8, 2016. On May 4, 2016, the City Clerk opened 5 bids. Staff recommends award of the contract to GSE Construction Co., Inc. the lowest responsive and responsible bidder.

The bids are summarized below:

Contractor	Bid Amount
GSE Construction Co., Inc.	\$949,970
TNT Industrial Contractors, Inc.	\$970,963
C. Overaa & Co.	\$979,000
NMI Industrial Holdings, Inc.	\$971,875
Koch & Koch Inc.	\$1,032,188

The engineer's construction estimate was \$650,000. Review of the bids, which were all relatively close amounts, indicates that the costs for the specialized activities of asbestos removal and new launder fabrication were under-estimated.

Financial Considerations: Based on the low bid, the construction contract has a not-to-exceed amount of \$949,970. The total estimated project cost including design, inspection, and construction is estimated to be \$1,192,308. There are sufficient funds in the Combined Sewer System Capital project (X14010000) to award the contract and complete the project.

Local Business Enterprise (LBE): GSE Construction Co., Inc. meets the City's LBE participation requirement for this contract.

Background

This project involves construction at the City's combined system wastewater treatment plant (CWTP), which is used only during significant rain events. The existing launder troughs and outlet pipes contain asbestos cement and have been determined to be a potential health hazard by the City's Risk Management Division. These components will be replaced with fabricated metallic troughs and non-metallic outlet pipes. The existing roof and siding on the equipment sheds is corrugated material that contains asbestos cement and will be replaced with metal siding.

LOCATION MAP

CWTP Effluent Launder Removal and Replacement Project 1395 35th Ave (PN:X14010099)



ENGINEERING SERVICES DIVISION

CONTRACT DOCUMENTS
FOR
CWTP EFFLUENT LAUNDER REMOVAL AND REPLACEMENT PROJECT

PN: X14010099

B16141321029

Engineer's Estimate: \$650,000

Non-Mandatory Pre-Bid Site Visit: Monday, April 18th @ 9:30 AM
Meet at: Engineering Services, 1395 35th Av., Sacramento 95822

For Pre-Bid Information Call:

Stu Williams
Senior Engineer
(916) 808-1410

No Separate Plans

Proposals must be received before 2:00 PM
May 4, 2016
City Hall, Office of the City Clerk
915 I Street, 5th Floor, Public Counter
Sacramento, CA 95814

LBE PROGRAM PARTICIPATION

This project has a required minimum LBE participation level of 5.0 percent. For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact City Procurement at (916) 808-6240, or visit the City of Sacramento's web site at:

<http://www.cityofsacramento.org/Economic-Development/Grow-Here/Small-Business/LBE>

CWTP EFFLUENT LAUNDER REMOVAL AND REPLACEMENT PROJECT

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NOTICE TO CONTRACTORS

CITY OF SACRAMENTO

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, City Hall, located at 915 I Street, 5th Floor, Public Counter, up to the hour of 2:00 p.m. on May 4, 2016. Proposals will then be opened and read as soon thereafter as business allows, in the Hearing Room, 2nd Floor Room, in Historic City Hall, for:

CWTP EFFLUENT LAUNDER REMOVAL AND REPLACEMENT PROJECT (PN: X14010099) (B16141321029)

Construction at the City's wastewater treatment (CWTP) includes, but is not limited to, removal of existing Asbestos Cement Pipe (ACP) launder troughs and outlet pipes, and replacement of same with new fabricated metallic troughs and new PVC outlet pipes. ACP removal shall be performed by an asbestos abatement contractor duly licensed by the State of California with an Asbestos Certification. The project requires at least 5.0 percent participation by Local Business Enterprise (LBE) firms.

Contract Documents are available for download from PlanetBids via the following website address:

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

On Monday April 18th, a non-mandatory pre-bid site visit will start at 9:30 AM at the Dept. of Utilities Engineering Services office, 1395 35th Ave., Sacramento 95822. City staff will be available for questions and will lead a tour of the project site for interested potential bidders. Tour duration, depending upon the number of questions received, is anticipated to be no more than one hour.

Signed proposals shall be submitted on the contract document proposal form in a sealed envelope marked:

PROPOSAL FOR CWTP EFFLUENT LAUNDER REMOVAL AND REPLACEMENT PROJECT (PN: X14010099) (B16141321029)

Proposals received and work performed thereunder shall comply with the requirements of Chapter 3.60 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum the Bid Proposal. City reserves the right to reject proposals or to waive any error or omission in any Bid Proposal received.

Contractor and all subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk and available to any interested party upon request.

The City of Sacramento has an approved Labor Compliance Program, and **electronic submission of Labor Compliance Reports is required**. The contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically in the manner prescribed by the City of Sacramento. Each contractor and subcontractor shall receive a unique Log-On identification and password to access the City's reporting system. Use of the City's system may entail additional contractor time for data entry of weekly payroll information including employee identification, labor classification, total hours worked, hours worked on this project, and wage and benefit rates paid, etc. All questions regarding the City's Labor Compliance Program should be directed to the Department's contracts staff or the Labor Compliance Officer at (916) 808-4011.

Department of Industrial Relations Registration and Reporting Requirements (SB 854)

Labor Code Section 1725.5 (enacted by SB 854) requires all contractors bidding on this contract, all subcontractors listed in a bid for this contract, and any contractor or subcontractor performing any work under this contract, to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code Section 1725.5. Labor Code Section 1771.1 (enacted by SB 854) provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Every bidding contractor shall list the contractor's current DIR registration number, and the current DIR registration number of all listed subcontractors, on the Subcontractor and Local Business Enterprise (LBE) Participation Verification Form included in the contractor's bid.

Pursuant to Labor Code Section 1771.1(b): (1) any bid received from a contractor that is not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 **shall be rejected as non-responsive**; and (2) any bid listing one or more subcontractors on the bidder's Subcontractor and Local Business Enterprise (LBE) Participation Verification Form that are not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5, **shall be rejected as non-responsive**, unless the listing was an inadvertent error and any of the conditions specified in Labor Code Section 1771.1(c) apply.

NOTICE TO CONTRACTORS

This contract is subject to compliance monitoring and enforcement by the DIR. Per California Labor Code Section 1771.4 (enacted by SB 854), the contractor and all subcontractors shall furnish electronic payroll records directly to the Labor Commissioner (in addition to submittals made to City staff via the City's electronic system).

A Fact Sheet summarizing the provisions of SB 854 is included in the Contract Documents following this Notice solely for informational purposes, and does not in any way affect the contractor's and subcontractors' obligations to comply in all respects with the provisions of SB 854, including the provisions referenced above, as well as all other applicable laws and regulations. Contractor shall disseminate these provisions to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

Pursuant to Sacramento City Code Section 3.60.190, all contractors and subcontractors shall comply with Section 1777.5 et seq., of the California Labor Code governing the employment of apprentices.

Pursuant to Sacramento City Code Section 3.60.250 and Public Contract Code Section 22300, any contract awarded pursuant to this Notice to Contractors shall contain a provision permitting the substitution of securities for monies withheld to ensure performance under the contract, in accordance with the requirements and form specified by the City.

Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing. 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, (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 5th Floor, Sacramento, CA 95814.

Contact information for City's manager of this project is:

Stu Williams, Department of Utilities, Engineering & Water Resource Division
1395 35th Avenue, Sacramento, CA 95822
Phone: (916) 808-1410 / Fax: (916) 808-1497/E-mail: sswilliams@cityofsacramento.org

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854] FACT SHEET

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

Essentials of public works contractor registration program:

- Contractors will be subject to a registration and annual renewal fee that has been set initially at \$300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
 - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
 - Must have Contractors State License Board license if applicable to trade.
 - Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
 - Must not be under federal or state debarment.
 - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.

- DIR will post a list of registered contractors and subcontractors on its website so that awarding bodies and contractors will be able to comply with requirements to only use registered contractors and subcontractors.
- Various protections are built in so that
 - A contractor won't be in violation for working on a private job that is later determined to be public work;
 - The inadvertent listing of an unregistered subcontractor on a bid won't necessarily invalidate that bid;
 - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
 - An unregistered contractor or subcontractor can be replaced with one who is registered;
 - A contractor whose registration lapses will have a 90 day grace period within which to pay a late fee and renew.
- Registrations will begin after July 1, 2014, once the registration system is ready to go online. The preferred method of payment will be by credit card.
- The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

Essentials of Public Works Enforcement Fund:

All contractor registration fees will go into the State Public Works Enforcement Fund and be used to fund the following items --

- administration of contractor registration requirement
- all DIR costs for administering and enforcing public works laws
- Labor Commissioner's enforcement of other Labor Code violations on monitored public works projects.

DIR will no longer charge awarding bodies for prevailing wage compliance monitoring and enforcement by the CMU. (*Note: DIR will continue to bill and collect fees from awarding agencies for CMU services provided through June 20, 2014.*)

Related changes in DIR's administration and enforcement of public works requirements:

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects have been eliminated and replaced by requirements that apply to all public works projects (as defined under the Labor Code).
- Awarding bodies are *now* required to submit PWC-100 (contract award notice) for all public works projects. (*This requirement previously applied to about 90% of all projects.*)
- Contractors and subcontractors on *all* public works projects will be required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
 - This requirement will be phased in as follows:
 - Applies immediately to public works projects that have already been under CMU monitoring, *i.e.* contractors on ongoing projects that have been submitting CPRs to the CMU will continue doing so
 - Will apply to any new projects awarded on or after April 1, 2015
 - May apply to other projects as determined by Labor Commissioner
 - Will apply to all public works projects, new or ongoing, on and after January 1, 2016
 - The Labor Commissioner may make exception to this requirement for
 - Projects covered by qualifying project labor agreement
 - Projects undertaken by one of four remaining awarding bodies with legacy LCPs (Caltrans, City of Los Angeles, County of Sacramento, and Los Angeles Unified School District), so long as those LCPs remain approved by DIR
 - CPRs will be furnished online (as is done currently for CMU). DIR intends to continue making improvements to this process, including creating a means for general contractors to have online access to the CPRs submitted by their subcontractors.
- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) public works projects awarded prior to January 1, 2012 that were under a preexisting LCP requirement; and (2) projects funded in whole or in part by Proposition 84.

LBE INFORMATION

The City of Sacramento's Local Business Development program establishes an annual local business enterprise (LBE) participation goal for City contracts, and authorizes City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, all bidding contractors must meet or exceed the minimum LBE participation requirement specified in the contract's bid specifications to qualify as a responsive bidder.

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact City Procurement at (916) 808-6240, or visit the City of Sacramento's web site at: <http://www.cityofsacramento.org/Economic-Development/Grow-Here/Small-Business/LBE>

THE FOLLOWING DOCUMENTS
ARE TO BE COMPLETED AND
SUBMITTED AS THE PROPOSAL PACKAGE

Contractor's Name: _____
(Please print)

CITY OF SACRAMENTO
SEALED PROPOSAL

Sealed Proposals will be received not later than **2:00 PM** on **May 4, 2016**, at the Office of the City Clerk, New City Hall, at 915 I Street, 5th Floor, Public Counter, Sacramento, California 95814, and will be opened as soon thereafter as business allows. PROPOSALS MUST BE SIGNED BY BIDDERS IN ORDER TO BE RESPONSIVE.

TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for the project in the City and County of Sacramento, California named:

**CWTP EFFLUENT LAUNDER REMOVAL AND REPLACEMENT PROJECT
(PN: X14010099) (B16141321029)**

Work is to be performed in strict conformity with the Plans, the City of Sacramento Standard Specifications for Public Construction, and these Contract Documents, all as on file in the Office of the City Clerk, at the following unit prices:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Amount
1	Mobilization	1	LS	\$_____	\$_____
2	Remove ACP Launderers	2,453	LF	\$_____	\$_____
3	Remove Asbestos Cement Siding	1	LS	\$_____	\$_____
4	Remove ACP Outlet Pipes	620	LF	\$_____	\$_____
5	Install New Outlet Pipes	620	LF	\$_____	\$_____
6	Install New SST Launderers	2,453	LF	\$_____	\$_____
7	Install New Metal Siding	1	LS	\$_____	\$_____

TOTAL BID: \$_____

In determining the amount bid by each bidder, City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures. The sum of individual unit prices shall prevail over the total bid amount.

It is understood that this proposal is based upon completing the work within a period of **sixty-five (65) working days** commencing on the date specified in the Notice to Proceed. The amount of liquidated damages to be paid by the Contractor for failure to complete the work by the completion date (as extended, if applicable) shall be **seven hundred dollars (\$700.00) for each calendar day**, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from the default of the Contractor.

This proposal shall not be withdrawn for the time periods specified in Section 3-2 of the City of Sacramento Standard Specifications for award of contract to respective low bidders. This proposal is submitted in accordance with Chapter 3.60 of the Sacramento City Code and Sections 1, 2, and 3 of the City of Sacramento Standard Specifications.

In accordance with Standard Specification Section 3-2, the City shall award this contract to the lowest responsible bidder, if such award is made, within forty-five (45) working days after opening of the Proposals. City reserves the right to reject any and all bids and to waive any error or omission in any Proposal received.

The undersigned agrees to execute the Agreement and provide City the executed Agreement, the required insurance certificates, endorsements, and waivers of subrogation, and the required surety bonds within ten (10) calendar days after the undersigned's receipt of the City's notice that the undersigned will be recommended for Contract award and prior to award of the Contract by the City Council.

The undersigned represents and warrants that he/she has examined the location of the proposed work and is familiar with the conditions at the place where the work is to be done. The undersigned further represents that he/she has reviewed and understands the Plans, Special Provisions, and other contract documents, and the undersigned is satisfied with all conditions for the performance of the work. The undersigned has carefully checked all of the above figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

\$ _____ not less than ten (10) percent of total amount bid.

____ CERTIFIED CHECK

____ MONEY ORDER

____ CASHIERS'S CHECK

____ BID BOND

<u>FOR CITY USE ONLY</u>
TYPE OF DEPOSIT
<input type="checkbox"/> Bid Bond
<input type="checkbox"/> Cashier/Certified Check
<input type="checkbox"/> Other _____
Reviewer's Initials: _____

Mark which, if any addendum have been issued and received: ____ #1; ____ #2; ____ #3; ____ #4; ____ #5.

Under penalty of perjury, I certify that the Taxpayer ID Number and all other information provided here are correct.

CONTRACTOR: _____

By: _____
(Signature)

Title: _____

Address: _____
Physical Address ONLY. No PO Box

City STATE ZIIP Code

Telephone No.: _____

Fax No.: _____

Email: _____

Federal Tax ID # or Social Security #: _____

DIR Registration #: _____

Contractor's License No. _____, Classification _____, Expiration date _____ is held by the bidder.

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

as Principal, and _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above mentioned proposal to the City, for which Proposals are to be opened by the Office of the City Clerk, Historic City Hall, Hearing Room, 2nd Floor, 915 I Street, Sacramento, California, on **May 4, 2016**, for the Work specifically described as follows:

CWTP EFFLUENT LAUNDER REMOVAL AND REPLACEMENT PROJECT
(PN: X14010099) (B16141321029)

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

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

IN WITNESS THEREOF, We have hereunto set our hands and seal this _____ day of _____, 2016.

PRINCIPAL Seal

By: _____

Title

SURETY Seal

By _____

Title

Agent Name and Address

Agent Phone #

Surety Phone #

California License #

City of
SACRAMENTO

**Subcontractor and Local Business Enterprise Participation Form
For Public Projects over \$100,000 (use only base bid amount to estimate dollar value)
THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL**

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work / services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

Prime Contractor Name		Date	
Prime Contractor Address		Bid Amount	\$
(REQUIRED) Prime Contractor DIR Registration #		Is Prime LBE?	Yes No

Business Name	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
License Number		Yes No		\$
Address				
City, State, Zip				
Contact Person				
Phone				
Business Name		LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
License Number		Yes No		\$
Address				
City, State, Zip				
Contact Person				
Phone				
Business Name		LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
License Number		Yes No		\$
Address				
City, State, Zip				
Contact Person				
Phone				

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

I hereby certify that each subcontractor listed on this Subcontractor and LBE Participation Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. The Prime Contractor also certifies that it will notify each subcontractor listed on this Form in writing if the contract award is made to the Prime Contractor, and will make all documentation relevant to the subcontractor and LBE participation available to City of Sacramento upon request. The Prime Contractor further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the contract.

PRINCIPAL OF FIRM:

Signature	Date

*Form Revised
3/9/15*

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID 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 contract 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 contract, 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 contract 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 work within three years of the date of my signature below.

EXCEPTION:

Date	Violation Type	Place of Occurrence
If additional space is required use back of this form.		

*The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION 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 this contract. b. Suspension or termination of the contract. c. Suspension or debarment of the contractor from receiving any contract from the City of Sacramento for a period not to exceed five years.
FM 681 7/10/9

MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

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

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

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

NOTE: For Questions 6 thru 8, and Questions 10 thru 14, if there is a pending administrative or court action challenging the assessment of liquidated damages on a government contract within the last five years, you need not include that contract in responding to these questions.

1. Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:

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

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

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

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

6. Answer either subsection A or B, as applicable:
 - A. Your firm has completed three or more government construction contracts in Sacramento County within the last five years: Within those five years, has your firm been assessed liquidated damages on three or more government construction contracts in Sacramento County for failure to complete contract work on time?
 Yes No Not applicable

 - OR**

 - B. Your firm has not completed at least three government construction contracts in Sacramento County within the last five years: Within the last three years, has your firm been assessed liquidated damages on three or more government construction contracts for failure to complete contract work on time?
 Yes No Not applicable

7. In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?
 Yes No

8. Has CAL OSHA assessed a total of three or more penalties against your firm for any "serious" or "willful" violation occurring on construction projects performed in Sacramento County at any time within the last three years?
 Yes No

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

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

Yes No

OR

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

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

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

VERIFICATION AND SIGNATURE

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

Signed at _____, on _____.
(Location) (Date)

Signature: _____

Print name: _____

Title: _____

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

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

Attachment A
DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor

Address

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

1. I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City's Non-Discrimination in Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

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

4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
 - c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

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

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits, the time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.
- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

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

- 5. I understand that failure to comply with the provisions of Section 4. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
- 6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
- 7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

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

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

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

Signature of Authorized Representative

Print Name

Title

Date



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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

The included employee benefits are:

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

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

You May . . .

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

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION REQUIREMENTS

(For City Contracts without federal funds)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of LBEs in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage from 2% to 5% and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a **minimum 5% participation level for LBEs on certain contracts of \$100,000 or more as illustrated below.**

When Does the LBE Program Apply?

	Contracts Under \$100,000			Contracts \$100,000 or More			
	Supplies / Non-Professional	Professional	Public Projects	Supplies	Non-Professional	Professional	Public Projects
5% LBE Preference Applies to Bid Evaluation?	Yes	Yes	Yes	No	No	Yes	No
5% Minimum Participation Requirement? *	No	No	No	No	Yes	Yes	Yes

* Requirement may be waived by the City Manager or the City Manager's designee (e.g. Department Directors)

II. LBE QUALIFICATION

- A. To meet the LBE participation requirement, bidders must meet the requirements for an LBE prior to the deadline for submission of bids.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated areas of Sacramento County. Proof of legitimate business presence in the City or unincorporated areas of Sacramento County shall include:
 1. Be an established business entity operating in the City or unincorporated County of Sacramento for at least twelve (12) consecutive months prior to submission of bid; and

2. Having either :

- a. a principal business office or workspace; or
- b. regional, branch, or satellite office with at least one full-time employee located and operating legally in the city or unincorporated county of Sacramento.

III. LBE PARTICIPATION LEVEL REQUIREMENTS

- A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed. LBE credit may be obtained by utilizing LBE qualified subcontractors or suppliers as outlined below.
- B. Participation Credit: To receive credit for participation: (1) an LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) an LBE supplier must furnish materials or equipment that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.
- C. Suppliers: Credit for an LBE supplier of materials or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
- D. Subcontractors (including truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
 - Truckers: Credit for an LBE trucker is counted as 100% of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials or equipment being transported by the trucker.

IV. LBE REQUIREMENTS FOR CONTRACTOR

- A. LBE Records: The Contractor shall maintain records of all subcontracts with verified LBE subcontractors and records of materials purchased from verified LBE suppliers for one year after receiving final payment from the City. Such records shall show the name and business address of each LBE subcontractor or supplier and the total dollar amount actually paid to each LBE subcontractor or supplier.

No later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may be required by the City, to determine compliance with any provision of the LBE program or these specifications.

- B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials or equipment for which they are listed, unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the materials or equipment from other sources. Reasons for requesting such authorization would include:

1. The listed LBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
 2. The listed LBE becomes bankrupt or insolvent.
 3. The listed LBE subcontractor fails to meet the bond requirements of the Contractor.
 4. The work performed or the materials or equipment provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.
 5. It would be in the best interest of the City.
- C. Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.
- D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by the City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract. A deduction may be made from the contract amount and the deduction shall be not more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor's bid, and shall also be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.
- E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed deduction to the Contractor. The Contractor may, no later than five working days after receiving such notice, provide a written request to the City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

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

V. DEFINITIONS

- A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.
- B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.
- C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.
- D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.
- E. Proposal: Any response to a City solicitation for Proposals or Qualifications.
- F. Bid: Any response to a City solicitation for bids.
- G. Waiver: Request to department director to waive or reduce LBE participation requirement.

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

IF AWARDED CONTRACT

WORKER'S COMPENSATION INSURANCE CERTIFICATION

TO THE CITY OF SACRAMENTO:

The undersigned does hereby certify that he is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for worker's compensation claims or to undertake self-insurance in accordance with the provisions of said Code, and that he/she will comply with such provisions before commencing the performance of the work on this contract.

GSE Construction Company Inc..

Bidder

By: 

Title: _____

Address: 6950 Preston Ave.

Livermore, CA 94551

Date: _____

PLEASE READ CAREFULLY BEFORE SIGNING

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

4. An individual using a firm name, sign: "John Doe, and individual doing business as Blank Company".
5. An individual doing business under his own name, sign: Your name only.
6. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, Co-Partner".
7. A corporation, sign: "Blank Company, by John Doe, Secretary". (Or other title)

AGREEMENT
(Construction Contract over \$25,000)

THIS AGREEMENT, dated for identification May 31, 2016 is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and **GSE Construction Company Inc. 6950 Preston Ave., Livermore, CA 94551**("Contractor").

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

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

The Notice to Contractors
The Proposal Form submitted by the Contractor
The Instructions to Bidders
The Local Business Enterprise (LBE) Requirements
The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance
The City's Reference Guide for Construction Contracts
The Addenda, if any
This Agreement
The Standard Specifications
The Special Provisions
The Plans and Technical Specifications
The drawings and other data and all developments thereof prepared by City pursuant to the Contract
Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.

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

2. DEFINITIONS

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

3. AGREEMENT CONTROLS

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

AGREEMENT
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification _____, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and _____ ("Contractor").

The City and Contractor hereby mutually agree as follows:

1. **CONTRACT DOCUMENTS**

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

- The Notice to Contractors
- The Proposal Form submitted by the Contractor
- The Instructions to Bidders
- The Local Business Enterprise (LBE) Requirements
- The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance
- The City's Reference Guide for Construction Contracts
- The Addenda, if any
- This Agreement
- The Standard Specifications
- The Special Provisions
- The Plans and Technical Specifications
- The drawings and other data and all developments thereof prepared by City pursuant to the Contract
- Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.

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

2. **DEFINITIONS**

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

3. **AGREEMENT CONTROLS**

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

4. **SCOPE OF CONTRACT**

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

CWTP EFFLUENT LAUNDER REMOVAL AND REPLACEMENT PROJECT (PN: X14010099)

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

5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, as complete payment for the above Work, in accordance with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed the total bid amount set forth in Contractor's Proposal Form. In addition, subject to deductions, withholdings and additions as specified in the Contract Documents, payment for individual items of the Work shall be computed as follows:

- A. For items of the Work for which a lump sum price is specified in Contractor's Proposal Form, Contractor shall be paid the lump sum price(s) specified in Contractor's Proposal Form; and
- B. For items of the Work for which a unit price is specified in Contractor's Proposal Form, Contractor shall be paid the sum computed at such unit price, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual amount of each such item performed and/or furnished and incorporated in the Work; provided that in no event shall the total sum for a unit price item exceed the total bid amount set forth for such item in the Contractor's Proposal Form, unless authorized by Change Order.

6. PROGRESS PAYMENTS

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

- A. On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.
- B. No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.
- C. Contractor shall not be paid for any defective or improper Work.
- D. The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.
- E. The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.
- F. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract or any applicable Laws or Regulations, City is authorized or required to withhold, deduct or charge any sum of money against Contractor, City may deduct and retain the amount of

such charge from the amount of the next succeeding progress estimate(s), or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges, City shall have the right to recover the balance from Contractor or its Sureties.

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work not later than fifteen (15) working days after the date of the written Notice to Proceed from City to Contractor and shall diligently prosecute the Work to final completion. The phrase "commence the Work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the Engineer's sole discretion that conditions on the site of the Work are unsuitable for commencement of the Work. After the Notice to Proceed is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before **sixty-five (65) working** days from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

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

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

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

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

13. NO WAIVER OF REMEDIES

Neither the inspection by City, its officers, employees or agents, nor any certificate or other approval for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City, its officers, employees or its agents shall operate as a waiver of any provision of the Contract Documents nor of any power herein reserved to City or any right to damages

herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in the Contract Documents shall be taken and construed as cumulative; in addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

14. WARRANTY

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

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

In addition to the above, the Contractor shall make a written assignment of all manufacturer's and other product warranties to the City, prior to completion and final acceptance of the Work by City.

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

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

- A. The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.
- B. Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of **seven hundred dollars (\$700.00)** for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

The parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the foregoing provisions provide for the imposition of liquidated damages from the Completion Date (as extended in accordance with the Contract Documents, if applicable) until the date of completion of the entire Work as determined by the Engineer in accordance with Section 8-4 of the Standard Specifications, whether or not the Work or any portion thereof is claimed or determined to be substantially complete prior to such date of completion.

- C. In the event Contractor shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments that otherwise would be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due or to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise under any provision of the Contract Documents or any applicable Law or Regulation. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as specified above shall in any manner be construed to constitute a release of any such liabilities nor a waiver of the City's right to withhold payment for such liabilities.

16. INDEMNITY AND HOLD HARMLESS

- A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.
- B. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

restriction of any general liability or duty of Contractor, and any reference to any specific duty or liability shall be construed to be solely for the purpose of explanation.

19. INSURANCE

During entire term of the Contract, Contractor shall maintain the insurance coverage described in this Section 19.

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 Work performed by Contractor under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

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 Contract.

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, arising out of activities performed by or on behalf of Contractor and its subcontractors, products and completed operations of Contractor and its subcontractors, and premises owned, leased, or used by Contractor and its subcontractors, 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 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 accident. 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 Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

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 and its

subcontractors; products and completed operations of Contractor and its subcontractors; and premises owned, leased, or used by Contractor and its subcontractors.

- (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, including excess insurance, 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:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 3 must be declared to and approved by the City in writing prior to execution of this Contract.

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) For all insurance policy renewals during the term of this Contract, Contractor shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Ebix RCS
Reference #: (This number will be provided by EBIX after Contract approval.)
PO Box 257
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:
CertsOnly-Portland@ebix.com

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

F. Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the bonds and/or insurance required under the Contract in full force and effect, Contractor shall immediately suspend all work under the Contract and notify City in writing of such failure. After such notice is provided, or if City discovers such failure and notifies Contractor, the City thereafter may withhold all Contract payments due or that become due until notice is received by City that such bonds and/or insurance have been restored in full force and effect and that the premiums 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.

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

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

21. EXCUSABLE DELAYS

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

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

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

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

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

23. EXTENSION OF TIME

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

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

24. NO PAYMENT FOR DELAYS

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

25. CHANGES IN THE WORK

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

26. TERMINATION AFTER COMPLETION DATE

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

In addition to any other charges, withholdings or deductions authorized under the Contract or any Laws or Regulations, if City terminates the Contract pursuant to this section, City may withhold and deduct from any payment and/or retention funds otherwise due Contractor any sum necessary to pay the City's cost of completing or correcting, or contracting for the completion or correction of, any services or work under the Contract that are not completed to the satisfaction of the City or that otherwise are deficient or require correction as of such

termination date, including but not limited to incomplete punch list items. Such costs shall include all of the City's direct and indirect costs incurred to complete or correct such services or work, including the City's administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Contractor are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Contractor and/or its Surety(ies).

27. TERMINATION FOR CONVENIENCE

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

- A. For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;
- B. For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and
- C. For reasonable expenses directly attributable to termination.

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

28. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Sureties written notification to immediately correct the situation or the Contract shall be terminated.

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

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

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages,

occupation or acceptance of any part of the Work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

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

30. SURETIES' OBLIGATIONS UPON TERMINATION

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

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

31. ACCOUNTING RECORDS OF CONTRACTOR

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

32. 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 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 Agreement.

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

CONTRACTOR

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

Date: May 24, 2016

By: 

Orlando Gutierrez

Print Name

President

Title

By: 

Steve Mazza

Print Name

VP Field Operations

Title

94-2667247

Federal ID#

283-7557-4

State ID#

1025489

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

Type of Business Entity (*check one*):

Individual/Sole Proprietor

Partnership

Corporation

Limited Liability Company

Other (please specify: _____)

CITY OF SACRAMENTO

a municipal corporation

DATE _____

By: _____

For: John F. Shirey, City Manager

Original Approved As To Form:

Attest:

City Attorney

City Clerk

CITY OF SACRAMENTO
PERFORMANCE BOND
Department of Utilities

Bond #: _____
Premium: _____

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City has conditionally awarded to *(here insert full name and address of Contractor)*:

as principal, hereinafter called Contractor, an agreement for construction of:

CWTP EFFLUENT LAUNDER REMOVAL AND REPLACEMENT PROJECT
(PN: X14010099) (B16141321029)

in accordance with the plans, specifications, drawings, conditions, and project manual prepared therefore, which agreement is by reference made a part hereof, 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 this obligation shall be null and void; otherwise shall be and remain in full force and effect. This obligation shall remain in full force and effect until (1) the date that the Contractor no longer has any remaining obligation of performance under the Contract, or (2) the date that is one year after the date that the work to be performed under the Contract is accepted as complete by the City, whichever occurs later.

As part of the obligation 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 obligation, all to be taxed as costs and included in any judgement rendered.

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety.
SIGNED AND SEALED on _____, 2016.

(Contractor) (Seal)
By _____
Title _____

(Surety) (Seal)
By _____
Title _____

ORIGINAL APPROVED AS TO FORM:

City Attorney

Agent Name and Address _____
Agent Phone # _____
Surety Phone # _____
California License # _____
Surety Email: _____

CITY OF SACRAMENTO
PAYMENT BOND
Department of Utilities

Bond No: _____
Premium: _____

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

hereinafter called Contractor, a contract for construction of:

CWTP EFFLUENT LAUNDER REMOVAL AND REPLACEMENT PROJECT
(PN: X14010099) (B16141321029)

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety.
SIGNED AND SEALED on _____ 2016.

(Contractor) (Seal)
By _____
Title _____

(Surety) (Seal)
By _____
Title _____

ORIGINAL APPROVED AS TO FORM:

City Attorney

Agent Name and Address _____
Agent Phone # _____
Surety Phone # _____
California License # _____
Surety Email: _____

CALIFORNIA LABOR CODES RELATING TO APPRENTICES ON PUBLIC WORKS
PROJECTS

See info at these webpages: www.dir.ca.gov and/or www.leginfo.ca.gov

SACRAMENTO

BUSINESS OPERATION TAX NOTICE

DATE 05/24/2016

Sacramento.BizTaxesOnline.com

ACCOUNT NUMBER 1025489

BUSINESS CLASSIFICATION	Sales & Service	CERTIFICATE PERIOD	April 2016 - March 2017
PRIMARY OWNER	Orlando Gutierrez	NUMBER OF EMPLOYEES	75
BUSINESS NAME	GSE Construction Co., Inc	PAYMENT	\$406.99
ADDRESS	1395 35th AVE Sacramento, CA 95822		

Estimated Gross Receipts	\$949,970.00
Adjusted Gross Receipts	\$939,970.00
Tax Rate	0.0004
Subtotal	\$375.99
Minimum Tax	\$30.00
Total Tax Due	\$405.99
State Fee per Senate Bill (Effective 01/01/2013)	\$1.00
Home Based Business	No
Home Occupation Permit Fee	\$0.00
GRAND TOTAL	\$406.99

I declare under penalty of perjury that to my knowledge all information contained in this return is true and correct.

SIGN HERE Orlando Gutierrez

DATE 05/24/2016

*** On September 9, 2012 Governor Brown signed into law SB-1186 which adds a state fee of \$1 on any applicant for a local business license or similar instrument or permit, or renewal thereof. The purpose is to increase disability access and compliance with construction-related accessibility requirements and to develop educational resources for businesses in order to facilitate compliance with federal and state disability laws, as specified. Under federal and state law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:

- The Division of the State Architect at www.dgs.ca.gov/dsa/Home.aspx
- The Department of Rehabilitation at www.rehab.cahwnet.gov
- The California Commission on Disability Access at www.cdda.ca.gov

Thank you for filing your City of Sacramento business tax online.

City of Sacramento
City Hall
915 I Street, Room 1214
(916) 808-8500 9 am to noon
Office Hours 8:30 am to 4:30 pm
Monday - Friday

- Keep your online receipt with confirmation number as your "temporary business tax certificate". The temporary certificate is good for 45 days or until your certificate has been mailed.
- Your certificate will be mailed in 2 to 3 weeks. If you do not receive your certificate within 45 days, please contact Revenue Services at (916) 808-8500, Monday thru Friday 9 am to noon.
- If you are an established business inside the city limits of Sacramento and have recently moved to a new location within the City limits of Sacramento, you are required to obtain a new business operation tax certificate.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
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	-		-							
or										
Employer identification number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> </tr> </table>										

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that the FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

2016 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent

Name _____

Payee

Name _____

SSN or ITIN FEIN CA Corp no. CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.) _____

City (If you have a foreign address, see instructions.) _____

State _____

ZIP code _____

Exemption Reason

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

Corporations:

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

Partnerships or Limited Liability Companies (LLCs):

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

Tax-Exempt Entities:

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov and search for **privacy notice**. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Type or print payee's name and title _____ Telephone (____) _____

Payee's signature ► _____ Date _____

Nonresident Withholding Allocation Worksheet

The payee completes this form and returns it to the withholding agent.

Part I Withholding Agent

Withholding agent's name

Address (apt./ste., room, PO box, or PMB no.)

City (If you have a foreign address, see instructions.)

State

ZIP code

Part II Nonresident Payee

Payee's name

SSN or ITIN FEIN CA Corp no. CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.)

City (If you have a foreign address, see instructions.)

State

ZIP code

Nonresident payee's entity type: (Check one)

- Individual/sole proprietor
- Corporation
- Partnership
- Limited liability company (LLC)
- Estate or trust

Part III Payment Type

Nonresident payee: (Check one)

- Performs services totally outside California (no withholding required, skip to Certification of Nonresident Payee)
- Provides only goods or materials (no withholding required, skip to Certification of Nonresident Payee)
- Provides goods and services in California (see Part IV, Income Allocation)
- Provides services within and outside California (see Part IV, Income Allocation)
- Other (Describe) _____

If the nonresident payee performs all the services within California, withholding is required on the entire payment for services unless the payee is granted a withholding waiver from the Franchise Tax Board (FTB). For more information, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines.

Part IV Income Allocation

Gross payments expected from the withholding agent during the calendar year for:

	(a) Within California	(b) Outside California	(c) Total payments
1 Goods and services:			
Goods/materials (no withholding required)	_____	_____	_____
Services (withholding required)	_____	_____	_____
2 Rents or lease payments	_____	_____	_____
3 Royalty payments	_____	_____	_____
4 Prizes and other winnings	_____	_____	_____
5 Other payments	_____	_____	_____
6 Total payments subject to withholding.			
Add column (a), line 1 through line 5	_____	_____	_____
Nonresident withholding threshold amount:	\$1,500.00		
Backup withholding threshold amount:	\$0.00		

Certification of Nonresident Payee

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov and search for **privacy notice**. To request this notice by mail, call 800. 852.5711. Under penalties of perjury, I certify that the information provided on this document is true and correct. If the reported facts change, I will promptly inform the withholding agent.

Sign Here

Print or type payee's name	Telephone ()
Payee's signature ▶	Date
Print or type representative's name and title	Telephone ()
Authorized representative's signature ▶	Date

Green Contracting Survey (Voluntary)

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

Attached is a Green Contracting Fleet Inventory Form. Please complete the form, remove it from the Contract Documents, and return it to SMAQMD. Please do not return the Green Contracting Fleet Inventory Form to the City of Sacramento.

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

Completing and returning the Green Contracting Fleet Inventory Forms to SMAQMD is strictly voluntary

Voluntary Green Contracting Fleet Inventory List (On-Road Equipment)

In partnership with the City of Sacramento and the Sacramento Metropolitan Air Quality Management District

Company Name: _____
 Contact Name: _____
 Company Address: _____
 City, State, ZIP: _____
 Company Phone: _____

City Bid Information

Department: _____
 Project #: _____
 LBE: _____

Please Submit To:

- Instructions:
- a) Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
 - b) All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
 - c) Electronic version available at <http://www.airquality.org/ceqa/index.shtml>
For additional questions, please call (916) 874-4892
 - d)

Kristian Damkier, P.E.
 Sacramento Metropolitan AQMD
 777 12th St, 3rd Floor
 Sacramento, CA 95814-1908

#	VIN	License Plate	Vehicle Information			Engine Information			Annual Usage (miles)	Received Funding
			Make	Model	Year	Make	Model	Year		
(ex)	1XP5AAC35RG339402	1T45678	Kenworth	T-300	2002	Cummins	ISB	2002	35,000	No

Voluntary Green Contracting Fleet Inventory List (On-Road Equipment)

In partnership with the City of Sacramento and the Sacramento Metropolitan Air Quality Management District

Company Name:	
Contact Name:	
Company Address:	
City, State, ZIP:	
Company Phone:	

City Bid Information	
Department	
Project #	
LBE	

- Instructions:
- a) Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
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 - c) For additional questions, please call (916) 874-4892
 - d)

Please Submit To:
Kristian Damkier, P.E. Sacramento Metropolitan AQMD 777 12th St, 3rd Floor Sacramento, CA 95814-1908

Equipment Serial Number	Equipment Information			Engine Information			Annual Usage (hours)
	Make	Model	Year	Make	Model	Year	
48W34456	Caterpillar	631G	2003	Caterpillar	3408E	2003	1,600

TECHNICAL SPECIFICATIONS

SECTION 01105

GENERAL INFORMATION AND REQUIREMENTS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. This project involves construction at the City's wastewater treatment plant (CWTP), which is used only during significant rain events. Schedule the work to complete construction and return the facility to full operational status by October 1st (traditional start of the rain season). Additional "rain days" will be added to the schedule in the event CWTP is activated during construction.
- B. Work includes, but is not limited to, removal of existing launder troughs and outlet pipes that contain asbestos cement, and replacement of same with new fabricated metallic troughs and new non-metallic outlet pipes. Salvage existing stainless steel weir plates and support hardware and re-install same on the replacement troughs. In addition, remove corrugated roof and siding material that contains asbestos cement from five equipment sheds and replace the same with metal siding. Except where re-use is specifically called for, all material furnished that is to remain a part of the facilities shall be new.
- C. All disturbance and removal from the site of asbestos containing materials shall be performed by a licensed asbestos abatement contractor. Non-abatement contractor employees should have asbestos awareness training per the Cal/OSHA asbestos in construction standard (8 CCR 1529).
- D. Exercise general supervisory authority over the asbestos work, even if Contractor is not qualified to serve as the asbestos "competent person". If performed by a subcontractor, ascertain whether the asbestos work is being performed in compliance with the Cal/OSHA asbestos in construction standards (8 CCR 1529), as well as the project specifications, and if necessary, require the abatement subcontractor to modify the means and methods as appropriate so that the work does proceed in compliance.
- E. Work area shall be confined to existing City owned property.
- F. Furnish all material, labor, tools, equipment, and services necessary for a complete, in-place operational project. Payment for Contract work will be made on a lump sum and/or unit price basis, as indicated in the proposal. Except for items of work specifically identified in the proposal, no compensation will be paid to the Contractor for performing any general Contract requirement and/or for any incidental work.

1.02 TIME OF AWARD

- A. Contractor shall furnish City the signed agreement, the required insurance certificates, endorsements, and waivers of subrogation, and the required surety bonds within ten calendar days after receipt of the City's notice of the recommended Contract award and prior to award of the Contract by the City Council. If the Contract is not awarded and the Contractor incurs a cost to terminate the surety bonds, the Contractor shall be reimbursed for such termination cost if the City determines that such termination cost is reasonable.

1.03 GOVERNING DOCUMENTS

- A. All work performed under this Contract shall be in accordance with the following:
 - 1. Proposal
 - 2. Agreement
 - 3. City of Sacramento Standard Specifications, June 2007 and all addenda (hereinafter CSSS) Sections 1 through 8 and as noted otherwise.
- B. In the event of a conflict in the Contract Documents, priorities as set forth in CSSS Section 5-3 shall govern.
- C. Publications referred to in the Technical Specifications and/or in the CSSS form a part of this specification to the extent referenced for quality and workmanship only. The latest edition of referenced publications in effect at the time of the bid shall govern.

1.04 DEFINITIONS

- A. For definitions not found herein, refer to CSSS, Section 1.
- B. "Calendar Day" shall mean every day shown on the calendar, Sundays and holidays included.
- C. "Drawings" shall mean the "Plans".
- D. "Provide" shall mean furnish and install, in accordance with the drawings.

1.05 CITY FURNISHED PLANS AND SPECIFICATIONS

- A. Per CSSS Section 5-4, City will provide Contractor with 5 sets of the Contract Documents, and 5 sets of the plans on 22"x34" bond paper. City will not be responsible for incomplete information in the event partial sets are ordered.

1.06 SUBMITTALS

- A. Conform to CSSS Section 5-7, except as modified herein. **Provide an electronic e-mailed pdf copy (Adobe's Portable Document Format) of all submittals.** Electronic copies larger than 10 megabytes shall be submitted on a CD or USB Flash drive.
- B. Submittals shall include, but are not limited to the following:
 - 1. The Construction Schedule.
 - 2. Launder fabrication and replacement outlet pipe data.
 - 3. List of Contractor employees who will be working on the project site, and the Contractor's standard ID badge template.
 - 4. Schedule of Values for lump sum items exceeding \$5,000 (Mobilization excluded).
 - 5. All pre- and post-construction submittals listed in parts 24.16, 24.17, and 24.18 of Exhibit A (Asbestos Requirements for this project).
- C. Some of the submittals listed in Exhibit A, such as the schedule, non-emergency telephone numbers, insurance coverage and the likes need not be repeated if required elsewhere by the contract documents.

1.07 EMPLOYEE ID's, GATE CARDS, PARKING, AND WORKING HOURS

- A. All contract employees, suppliers, and vendors shall comply with City safety and security procedures. Furnish City approved, laminated, photo-identification badges to each contract employee (min 2 $\frac{1}{8}$ " x 3 $\frac{5}{8}$ ", max 4" x 6") that shall be worn and visible at all times when on the project site.
- B. City O&M staff is at the CWTP site Monday thru Friday, 6:00 A.M. to 3:00 P.M. Where access into a locked building or structure is required, schedule work at those sites to coincide with this same period so O&M staff can open and close the facility. Otherwise, schedule contract work during normal business hours in accordance with CSSS Section 7-4.
- C. Unless otherwise approved, City will provide two Gate Access Cards to the Contractor. The cards will be programmed to open the mechanized gate into the CWTP facility from South Land Park Drive for normal workday periods only. Contractor shall return these cards to the City Inspector at the end of the project or when they are no longer required. City will deduct from the final payment due the Contractor, \$50.00 for each Gate Access Card lost or otherwise not returned. Coordinate with the City Inspector for other than normal workday period access. Do not allow tailgaters to follow thru the gate into the CWTP facility.
- D. Unless otherwise approved, no more than five Contractor vehicles shall be permitted to park inside the CWTP perimeter fenced area at any one time. No private employee vehicles will be allowed inside the CWTP facility's secure perimeter. Park Contractor vehicles only near the worksites, and in a way that does not prevent routine access by City vehicles.

1.08 ITEMS OF THE PROPOSAL

A. Item No. 1 **Mobilization**

This item, measured and paid for on a lump sum basis, shall include furnishing project required bonds, delivery of equipment, contracting with appropriate subcontractors, site cleanup, and demobilization when all work is complete.

B. Item No. 2 **Remove ACP Launderers**

This item, measured and paid for on a unit price basis per lineal foot of existing asbestos cement pipe (ACP) launder trough removed, shall include disassembly and salvage of the existing stainless steel weir plates along with the existing stainless steel brackets and hardware that support the launderers. Handling, removal, and disposal of the asbestos cement material shall conform to the requirements of Exhibit A of the Contract Documents.

C. Item No. 3 **Remove Asbestos Cement Siding**

This item, measured and paid for on a lump sum price basis, shall include removal, and disposal of the existing corrugated asbestos cement siding and roof material from the five equipment sheds near the south end of the launders (one shed atop each of the five sedimentation basins). Existing steel frame supporting the siding shall remain. Handling, removal, and disposal of the asbestos cement material and existing fasteners shall conform to the requirements of Exhibit A of the Contract Documents.

D. Item No. 4 **Remove ACP Outlet Pipes**

This item, measured and paid for on a unit price basis per lineal foot of existing ACP outlet pipe removed, shall include removal, and disposal of the asbestos cement pipes that connect the launder troughs to the sedimentation basin effluent channels. Handling, removal, and disposal of ACP shall conform to the requirements of Exhibit A of the Contract Documents. The existing ductile iron wall fittings into the basin effluent channels and the existing stainless steel pipe hangers are to be salvaged for re-use as part of this item.

E. Item No. 5 **Install New Outlet Pipes**

This item, measured and paid for on a unit price basis per lineal foot of new outlet pipe installed, shall include furnishing and installing in-place full length pieces of 24-inch diameter PVC pipe to connect between the existing ductile iron wall thimble and the new fabricated trough outlet transition fitting. Re-use existing hangers and stainless steel hardware to support and adjust the pipes to grade. PVC pipe shall be full length pieces (no intermediate joints) of green colored DR 25 pipe conforming to AWWA C905. Also included in this item, although not measured or paid for separately, shall be the custom fabricated preformed molded large diameter couplings (LDC) and the large diameter reducer bushings (LDCR) shown on the plans for sealing the pipe end connections. The LDC and LDCR fittings, formed using black non-rigid plasticized PVC, 60 Shore A, shall be manufactured in accordance with ASTM D5926 by Fernco, Inc., or approved equal.

F. Item No. 6 **Install New SST Launderers**

This item, measured and paid for on a unit price basis per lineal foot of new launder trough installed, shall consist of furnishing and installing in-place fabricated 10 gauge stainless steel (SST) launderers, along with re-attaching all salvaged stainless steel weir plates, spreader bars (all-thread rods plus the tubing shell), support hardware. Furnish new exterior weir plate washers. Replace in-kind existing stainless steel items damaged or lost due to contractor error. Unless otherwise directed or approved, furnish and install short "pup" sections of same diameter stainless steel tubing shell as on the existing salvaged spreader bars, so as to properly align the weirs with the formed troughs. SST for the troughs shall conform to ASTM A 666, type 304. Individual sections of the troughs shall be formed to shape on a steel break press, and then welded to form a continuous length. Unless otherwise approved, drill holes or use a hydraulic hole punch to make the holes for attaching the weir plates, the spreader bars, the hanger supports, and all other required hardware. Hole size clearances, unless otherwise approved, shall be industry standard for "loose fit" in accordance with ASME B18.2.8-1999. Also included in this item, although not measured or paid for separately, shall be the custom fabricated Launder Transition and the Launder End pieces as shown on the plans.

G. Item No. 7 **Install New Metal Siding**

This item, measured and paid for on a lump sum price basis, shall consist of furnishing and installing metal siding and roofing on the prepared frames of the five equipment sheds near the south end of the launders. Asbestos cement siding was removed from these shed frames per Item No. 3. Additional frame preparation (each side of each shed) shall consist of furnishing and installing a welded or bolted mid-span horizontal L 2x2x¼ steel angle as a girt between the sidewall top and bottom support members.

Field cut the new girt to clear the existing diagonal brace members. Outside face of the new girt shall be in-plane with the adjacent top and bottom supports. Coat the new girt with at least one coat of single component, ASTM A-780 compliant cold galvanizing repair material containing at least 95% zinc in the dried film. Provide 26 gauge Galvalume® coated and factory painted metal roof and wall panels. Panel color and profile shall be "Lightstone" and PBR ECO-4™ respectively, from AFP Metal Products, Inc., 3730 S. Capitol Ave., Whittier, CA (1-800-705-4550), or approved equal. Use standard siding and roof fasteners per manufacturer's recommendation.

PART 2 - PRODUCTS

2.01 CONSTRUCTION SCHEDULE

- A. Submit a Construction Schedule in general conformance with CSSS Section 7-2. Schedule shall indicate the chronological sequence in which Contractor proposes to carry out each aspect of the work, the calendar dates on which the Contractor will begin elements of the work (i.e., procurement and delivery of materials) and the contemplated dates for completing the work.
- B. Contractor shall contact the Engineer at least forty-eight (48) hours in advance of any change in the schedule. If the Contractor desires to make a major change in his method or operations after commencing construction, or if the activity time schedule fails to reflect the actual progress of the work, Contractor shall submit a revised schedule to the Engineer in advance of beginning revised operations.
- C. At the very minimum, Contractor shall update the construction activity time schedule every thirty (30) calendar days throughout the duration of the project. Contractor shall also provide additional updates of the activity time schedule upon request by the Engineer within five (5) working days of such request.
- D. Schedule shall be consistent in all respects with the Contract time of completion and order of work requirements. No progress payments will be made until a suitable schedule has been submitted to and approved by the Engineer.

2.02 SCHEDULE OF VALUES

- A. For Progress Payments, submit a Schedule of Values for approval by the Engineer, for each lump sum payment item that exceeds five thousand dollars (\$5,000). Identify labor, equipment, overhead, and material costs separately for these items. Submit the first draft of the schedule at least three (3) working days prior to the pre-construction meeting.
- B. General Requirements:
 - 1. Submit an electronic copy compatible with at least Microsoft Office 2010 Excel.
 - 2. Identify the project name, project number, Contractor's name and address, submission date, and Contract number on the Schedule of Values.
 - 3. Separate the component parts of the Work into sufficient detail to serve as a basis for computing progress payments. The sum of the component parts shall equal the Contract total amount. An unbalanced (front-end loaded) Schedule of Values will not be accepted.
 - 4. Separate itemization is not required for mobilization; however, the following shows the maximum progress payments City will allow for mobilization. In the event Contractor proposes a value in excess of 5% of the total contract value, City shall pay the excess amount with the final payment.

Work Completed, not including mobilization, as a % of Contract total.	Total % of mobilization value earned.	Maximum of progress payments for mobilization, as a % of the total Contract value.
Less than 5%	40%	2.0%
5% to 34.9%	70%	3.5%
35% to 49.9%	100%	5.0%
100%	100%	No Maximum.

PART 3 - EXECUTION

3.01 COMMUNICATIONS

- A. All official communication between the Contractor and the City of Sacramento's Project Engineer shall be made through the Resident Construction Inspector (the City Inspector).
- B. Obtain approval from the Engineer at least two (2) days prior to any proposed shutdown or prior to any valve or electrical breaker that is to be locked out of service. Submit the following to the Engineer in order to schedule a shutdown:
 - 1. Date and time of shutdown
 - 2. Work to be accomplished during shutdown
 - 3. Number of persons working during shutdown
 - 4. Anticipated time of re-energization

3.02 CONSTRUCTION SURVEYS

- A. CSSS Section 5-5 does not apply to this project. Develop and make such additional surveys as required for construction as part of the contracted work.
- B. Layout all work in advance of fabrication and to coordinate with related work. Layout all new facilities based on the information provided, and as shown on the plans.

3.03 PERMITS & SAFETY

- A. No permits are required for this project. Contractor shall, however, comply with City's confined space and lock-out/tag-out protocols for working inside CWTP facilities.
- B. Contractor is responsible for employee and public safety at all times. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to adjacent operations.
- C. Contractor is advised that the existing sedimentation basins, the launder facilities, and all associated appurtenances have been exposed to sewage and industrial wastes. These facilities shall be considered contaminated with possible disease-causing organisms. Advise all personnel in contact with contaminated facilities of precautions to take to avoid becoming diseased. Urge personnel to observe a strict regime of proper hygienic precautions, including inoculations recommended by the local public health officer.

3.04 CONSTRUCTION CRANE ACCESS

- A. Contractor may use the existing 1-ton rated manual rolling gantry frames atop each Sedimentation Basin, but attach Contractor's own electric or mechanically operated chain fall hoist mechanism to the gantry rather than use the existing electric hoist motors. The existing power cords are sun baked and cracked, and thus un-safe. Do not exceed rated frame capacities. When in use, manually position the wheels to be centered atop the concrete deck adjacent the launder troughs (avoid checker plate and/or metallic cover inserts in the deck). Furnish additional cranes or lifting devices as required.
- B. There is an existing subsurface Tunnel (a nominal 8-foot wide by 8-foot deep reinforced concrete pipe trench) near the south end of the Sedimentation Basins. At grade, the tunnel surface is a series of removable concrete panels. The load limit atop the concrete panels is restricted as follows:
 - 1. Do not exceed a maximum axle load of 4,000 pounds
 - 2. Do not exceed 250 pounds per lateral inch of manufacturer's rated tire width.

In order to insert a useful sized crane between the individual basins, anticipate furnishing a temporary bridge or trestle to cross the existing tunnel. Foundation points for supporting the bridge or trestle shall be at least 8-feet clear from the outside of the tunnel walls (i.e., 8-feet clear from edges of the removable concrete panels).

- C. If Contractor opts to insert a crane between the individual basins, orient the crane and swing path such that the heaviest loaded wheel or outrigger will be at least 3-feet clear from the nearest basin wall, and limit the maximum outrigger and/or wheel load to 27,000 pounds. Furnish and install blocking and steel plates so as to uniformly distribute the outrigger/wheel loads so as not to exceed 1,000 pounds per square foot on the underlying surface. Restore any surface damage and/or wheel ruts that result from the Contractor's operations.

3.05 CONSTRUCTION INSPECTIONS

- A. Conform to CSSS, Sections 5-19 and 5-20.

3.06 TESTING

- A. Contractor's attention is directed to CSSS Sections 5-22 thru 5-24.
- B. Any system material or workmanship found defective on the basis of acceptance tests shall be reported to the Engineer. Contractor shall replace the defective material or equipment and have testing repeated without additional cost to the City, until test results are satisfactory to the Engineer.
- C. When initial tests indicate non-compliance with the Contract Documents, the costs of any additional tests required for determining compliance will be deducted by the City from the Contract Sum due the Contractor.

**** END OF SECTION ****

SECTION 01310
PROJECT MEETINGS

PART 1 - GENERAL

1.01 SUMMARY

- A. Description of Work: Conduct and attend all project conferences and meetings for the purposes of addressing issues related to the Work, reviewing and coordinating progress of the Work, and other matters of common interest, as required.

PART 2 - PRODUCTS

2.01 PRECONSTRUCTION MEETING

- A. Purpose
1. To designate responsible personnel and establish working understanding between parties
 2. Status of insurance and bonds
 3. Construction schedule and critical work sequences
 4. Shop drawings and other submittals
 5. Cost breakdown of major lump sum items
 6. Field decisions and change orders
 7. Maintaining record documents
 8. Processing of submittals and applications for payment
 9. Scope of work
 10. Existing conditions
 11. Equipment deliveries and priorities
 12. All other essential matters pertaining to the satisfactory completion of the Project as required.
- B. Attendance
1. Contractor's representatives shall include all major superintendents for the work and may include major subcontractors. Other attendees shall be:
 - a. Representatives of the City
 - b. Utility company representatives, as appropriate
 - c. Others as requested by the Contractor or City
 2. Engineer will preside at this meeting and will keep/distribute the minutes to all attendees. Anticipate duration will be at least one hour.
- C. Requirements
1. Once a fully executed contract is received and prior to the commencement of work, the Engineer will schedule and chair a pre-construction conference to be held at the office of the Engineer.
 2. Prior to the pre-construction meeting, the Engineer will develop the agenda for the meeting and meet with the project manager to review the agenda.

3. Contractor shall submit the following items to the Engineer at the preconstruction conference:
 - a. Preliminary schedule of shop drawings and proposed “or equal” substitutes
 - b. A 30-day plan of operation
 - c. A project overview schedule

2.02 MONTHLY PROGRESS MEETINGS

A. Purpose

1. To review progress of subcontractors or other organizations, resolve conflicts, coordinate and expedite execution of the Work, plus any additional pertinent items.

B. Attendance

1. Contractor’s superintendent and subcontractors actively involved in the work shall attend, as well as all others who are necessary to agenda. Additionally, the Engineer will invite the utility companies when the work affects their interests, and others necessary to agenda. The Engineer will preside at the meetings.

2.03 WEEKLY TAILGATE SAFETY MEETINGS

A. Purpose

1. Unless otherwise approved by the Engineer, Contractor shall hold weekly safety meetings with the Contractor’s and Subcontractor’s employees to discuss safety on the job. Contractor’s safety plan shall identify who shall attend these meetings. City attendance is not required.

2.04 OTHER MEETINGS

- A. The City and/or Contractor may request attendance at other at meetings as considered appropriate.

PART 3 – EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01511

TEMPORARY ELECTRICITY

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. There will be no charge for use of available on-site 110/220 volt electrical power to run contractors tools and equipment where said power is available. Contractor shall make arrangements for extension cords as appropriate, and pay associated costs for all other power required for construction.
- B. Provide power centers, as required, for miscellaneous tools and equipment used.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 GENERAL

- A. Comply with all Federal, State and local codes and regulations.

3.02 CLOSEOUT

- A. Completely remove temporary materials and equipment when construction needs can be met by the permanent installation, and/or at project completion.
- B. Restore existing and/or permanent facilities used for temporary services to original or better condition.

**** END OF SECTION ****

SECTION 01770
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section describes the project Closeout Procedures.

1.02 SUBMITTALS

- A. Submittals shall include the Record Drawings.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 CLOSEOUT PROCEDURES

- A. Notify the Engineer when the project is considered complete. Engineer shall then review and develop a list of any deficient work items.
- B. After Contractor satisfactorily corrects the initial deficiencies, the Engineer will schedule a project walk through with the City's Operation and Maintenance staff.
- C. Prior O&M staff's walk through, clean all interior and exterior surfaces and remove any/all temporary labels, and remove surplus materials, rubbish, and temporary construction facilities.
- D. Following the walk through, a punchlist of any remaining items to be corrected will be developed and submitted to the Contractor.
- E. Notify the Engineer when all punchlist items have been completed. The Engineer will then inspect the work. If the work is completed to the satisfaction of the Engineer, and if the as-built drawings have been completed and submitted, then the Engineer will issue a completion report.

3.02 RECORD DRAWINGS

- A. Conform to CSSS Section 5-8.

3.03 WARRANTY

- A. Contractor's warranty period shall begin the date the job is accepted by the City.

**** END OF SECTION ****

SECTION 02220

DEMOLITION AND SALVAGE OF MATERIALS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The work includes demolition, removal, and salvage of existing parts of the CWTP.
- B. All material resulting from demolition and/or removal, **except items indicated to be salvaged**, shall be disposed of off-site by the Contractor.
- C. In general, items to remain are not specifically identified. Unless otherwise directed, limit demolition, removal, and salvage activities to those items shown, specified, or physically necessary in order for the new facilities to be installed and made operational. If damage results from the Contractor's operations, Contractor shall repair at his/her expense, all damage to existing facilities not designated for removal or demolition. Erect barriers, fences, guard rails, enclosures, and shoring to protect personnel, structures, and facilities that are to remain. Protect trees and plants from damage.
- D. Handling and disposal of material containing asbestos cement shall be in accordance with the requirements of Exhibit A to the Contract Documents

1.02 AVAILABILITY OF WORK AREAS

- A. Unless there are specific Contract stipulations to the contrary, the entire project site will be released to the Contractor at one time, upon issuance of the Notice-to-Proceed. Unless otherwise directed or approved, limit equipment staging and access to within 50-feet of the existing launder areas.

1.03 SAFETY PROCEDURES AND WORKER PROTECTION

- A. Take all precautions and measures required to protect Contractor's and City's employees.
 - 1. All personnel authorized for entry into work areas shall be instructed in the proper procedures for work around equipment that may require lock-out and tag-out procedures.
 - 2. All electrical equipment upon which activities are to be performed shall be de-energized and disconnected from any power source prior to commencing any work on that equipment.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 INSPECTION

- A. Verify that areas to be demolished are no longer in use.
- B. Do not commence work until conditions are acceptable to the City.

3.02 PREPARATION

- A. Contractor shall hold a field meeting prior to beginning demolition work at that site. Meeting shall cover the Contractors procedures for removal and transportation of salvaged items. Attendees shall include as a minimum: Tom Carney (916) 808-5616 from the Department of Utilities. Contractor shall give attendees forty-eight (48) hours notice in advance of meeting.

3.03 DEMOLITION

- A. Remove existing facilities as indicated or as approved.

3.04 SALVAGE

- A. Items to be salvaged shall be carefully disconnected and removed intact for re-use. Keep unique items associated with each salvaged item intact with that item.
- B. Label salvaged items as appropriate for re-use when installing the new equipment.

3.05 CLEAN-UP

- A. Debris and rubbish shall be removed daily from the limits of work. Do not allow to accumulate on-site.
- B. Debris shall be removed and transported in a manner so as to prevent spillage onto streets or adjacent areas.
- C. Once all asbestos material has been removed, wire brush or power wash the exterior of the existing ductile iron wall thimbles that are to remain, into which the new outlet pipes will connect.

**** END OF SECTION ****

SECTION 05090

WELDING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Unless otherwise approved or directed, perform all required project welding as specified herein. Stainless steel launder sections must be joined with prequalified complete joint penetration welds. Stainless steel base metal must be cleaned with a clean stainless steel wire brush.
- B. Related Work:
1. Section 05500: Metal Fabrications
- C. Definitions:
1. Definitions shall be in accordance with AWS D1.1 & D1.6.
 2. Symbols shall be in accordance with AWS D1.1 & D1.6 for welding and nondestructive testing, respectively, unless otherwise indicated.

1.02 REFERENCES

- A. The following references are a part of this section as specified and modified. The latest edition of referenced publications in effect at the time of the bid shall govern. In case of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

AISC - 2010	LRFD Specification for Structural Steel for Buildings (with Commentary & Errata)
AWS D1.1	Structural Welding Code - Steel
AWS D1.6	Structural Welding Code – Stainless Steel

1.03 QUALITY ASSURANCE

- A. Erector/Fabrication Qualification
1. Each welder and welding operator assigned to work on this contract shall be qualified in accordance with the applicable requirements of AWS D1.1/D1.6, and as specified herein.
 2. Each welder or welding operator shall be assigned an identifying number, letter or symbol which shall be used to identify all welds made by him.

- a. The Engineer may, at his discretion, require welders and welding operators assigned to the project to identify their completed welds with their identifying number, letter or symbol by means of a rubber stamp, felt-tipped marker and waterproof ink, or other methods that do not result in an indentation in or permanent mark on the metal.
3. Re-qualification of a welder or welding operator shall be required under any of the following conditions:
 - a. The welder or welding operator has not used the specific welding process for which he is qualified for a period exceeding six (6) months.
 - b. There is specific reason to question his ability to make welds that meet the requirements of these specifications.
 - c. The welder or welding operator was qualified by an employer other than those firms performing work under this contract and a qualification test has not been taken within the preceding twelve (12) months.

1.04 SUBMITTALS

- A. Welders Certificates: Provide current certificates for each welder on this job.

PART 2 - PRODUCTS

2.01 WELDING MATERIALS

- A. Welding materials shall comply with the applicable requirements of AWS D1.1/D1.6.

PART 3 - EXECUTION

3.01 WELDING OPERATIONS

- A. Workmanship and techniques for welded construction shall be in conformance with the applicable requirements of the AISC-2010, and of AWS D1.1/D1.6. In case of conflict between AWS D1.1/D1.6 and the AISC specification, the requirements of AWS D1.1/D1.6 shall govern.
- B. When inspection or testing indicated defects in the weld joints, the welds shall be repaired by the Contractor using a qualified welder or welding operator. Corrections shall be in accordance with the applicable requirements of AWS D1.1/D1.6.

**** END OF SECTION ****

SECTION 05500

METAL FABRICATIONS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Furnish all labor, materials, equipment and incidentals required to install all miscellaneous metals as shown on the drawings and specified herein.
2. Unless otherwise approved or directed, all fabricated items shall be made from type 304 stainless steel.

B. Related Work:

1. Section 05090: Welding

1.02 COORDINATION

- A. The work of this section shall be completely coordinated with the work of other sections. Verify at the site both the dimensions and work of other trades adjoining items of work in this section before fabrication and installation of items herein specified.
- B. Furnish to the pertinent trades all items included under this section that are to be built into the work of other sections.

1.03 SUBMITTALS

- A. Manufacturer's certificate of compliance shall be submitted for approval on all materials and manufactured products provided under this specification.
- B. Submit shop drawings for manufactured specialty items for review prior to fabrication. Submit layout dimensions, plus erection, installation & handling details. The material shall be protected against bending under its own weight or superimposed loads. Submittals shall include but not be limited to the following:
 1. Launder Troughs
 2. Installation & Rigging Details
 3. 304 Stainless Steel Mill Certificates

1.04 REQUIREMENTS

- A. General: Verify all measurements necessary before fabrication. Welding to or on all steel shall be in accordance with Section 05090: WELDING.
- B. Exposed fastenings shall be compatible materials, shall generally match in color and finish, and shall harmonize with the material to which fastenings are applied. Materials and parts necessary to complete each item, even though such work is not definitely

shown or specified, shall be included.

- C. All bolts, anchors, supports, braces, connection and other items necessary for completion of the miscellaneous metal work shall be provided. Necessary lugs and brackets shall be provided so that the work can be assembled in a neat and substantial manner. Holes for bolts and screws shall be drilled or punched. Burning of holes is prohibited. Poor machining of holes shall be cause for rejection. Thickness of metal and details of assembly and supports shall give ample strength and stiffness.
- D. Workmanship: Miscellaneous metal work shall be well formed to shape and size, with sharp lines and angles and true curves. Drilling and punching shall produce clean, true lines and surfaces. All members and parts, as delivered and erected, shall be free of winds, warps, local deformations or unauthorized bends. Holes and other provisions for field connections must be accurate and shop checked, so that proper fit will result when the units are assembled in the field. Welding shall be continuous along the entire area of contact (except where tack welding is specifically shown on the drawings). Exposed connections of work in place shall not be tack welded. Exposed surfaces for work in place shall have a smooth finish. All sheet metal bending must be within 1/16 inch of the dimensions shown on the plans. Launder ends shall be square and true. Work shall be accurately set to established lines and elevations and securely fastened in place. Work shall be executed and finished in accordance with approved drawings, cuts and details.
- E. Anchorage: Anchorage shall be provided where necessary for fastening miscellaneous metal items securely in place. Anchorage not otherwise specified or indicated shall include slotted inserts or expansion shields; toggle bolts; machine and carriage bolts for steel. Slotted inserts shall be of types required to engage with the anchors. Do not use power driven fasteners on this job.
- F. Galvanized Materials: Unless otherwise indicated or approved, all exposed ferrous metal and structural steel shall be hot-dipped galvanized. Fabricated items shall be ground smooth at welded joints, edges, and corners and galvanized after fabrication.

Other items to be galvanized shall include, but are not necessarily limited to, all steel hardware, nuts, bolts, washers, anchors, and threaded rods, except as noted, or items fabricated from stainless steel.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Materials shall conform to the requirements specified for the particular item. Where these requirements are not specified in detail, the materials shall be suitable for the intended usage of the item. Materials listed below shall conform to the respective specifications and other requirements as designated:
 - 1. Stainless steel bars, plates, bolts and nuts shall conform to ASTM A193, ASTM A240, ASTM A480, and ASTM A666 Type 304. Fasten all accessories by welding or stainless steel bolts and shown on the plans.
 - 2. Washers: Plate washers shall be flat and smooth and shall be SST Type 304.

PART 3 - EXECUTION

3.01 WELDING

- A. All welding shall be done in conformance with Section 05090 WELDING.

3.02 FABRICATION

- A. All miscellaneous metal work shall be formed true to detail, with clean, straight, sharply defined profiles and smooth surfaces of uniform color and texture and free from defects impairing strength or durability.

3.03 SHOP CLEANING

- A. Stainless steel must be washed with solvents until thoroughly clean.

3.04 INSTALLATION

- A. Items to be suspended after such work is completed must be installed in accordance with the details shown. All dimensions shall be verified at the site before fabrication is started. All installation shall be done in a workmanlike manner and be set true and plumb and in accordance with the Drawings and this specification.
- B. The material shall be protected against bending under its own weight or superimposed loads during installation.

****END OF SECTION****

SECTION 11201

LAUNDER TROUGHS AND OUTLET PIPES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Furnish all labor, materials, equipment and incidentals required to install the replacement launder troughs and outlet pipes as shown on the drawings and as specified herein for a complete operational facility. As much as practicable, existing stainless steel support hardware and weir plates are to be salvaged and re-used as part of this project
- B. Related Work:
 - 1. Section 02220: Demolition
 - 2. Section 05090: Welding
 - 3. Section 05500: Metal Fabrications
 - 4. Exhibit A (Asbestos Requirements for removal and disposal)

1.02 PROJECT CONDITIONS

- A. The existing asbestos cement pipe (ACP) launder troughs and outlet pipes, and the stainless steel hardware that holds them in-place, were installed circa 1973 as replacements for the original steel troughs from 1952 that failed due to rust and corrosion. The ACP members still function, but are considered a potential health hazard and thus are to be removed.
- B. CWTP is both a storage facility and a primary wastewater treatment facility for combined sewage operated by the City, but it operates only during storm events, when combined sewage and intercepted runoff exceeds what is sent to the regional treatment facility. When it's not raining, the facility sits empty and idle.
- C. The launder troughs and outlet pipes are suspended above chain and flyte screed equipment that moves sediment along the Basin floors when CWTP is in operation. This equipment will be locked and tagged out of service when the launders and outlet pipes are being removed and replaced, but it is to remain in-place. Contractor may erect scaffolding or temporary supports off the basin floor during this contract, but do not support anything on the chain and flyte screed equipment.
- D. As indicated in Section 01105, there are access restrictions regarding use of cranes around the existing sedimentation basins.

1.03 SUBMITTALS

- A. Shop drawings: Include layout of temporary support systems.
- B. Quality control submittals:
 - 1. Welder's certificates. Submit appropriate welding procedure specifications, procedure qualifications, and welder performance qualification test records for those performing field welds.

2. Submit trough fabrication facility's qualifications and experience information. Trough fabricator shall have at least 5 years' experience in the manufacture and fabrication of cold breaking sheet steel shapes and custom welded fabrications, including hole drilling for bolted connections. Provide a reference list of at least 5 different projects.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Support fabrications for shipment to prevent damage.
- B. Carefully handle fabrications during loading, unloading, and installation. Do not drop material from cars or trucks, and carefully secure them when being lifted.
- C. Provide temporary bracing as required to maintain dimensions during shipment and installation.

PART 2 - PRODUCTS

2.01 TROUGHS

- A. Fabricate components to specified shape and dimensions. Conform to Section 05500. Re-use existing hardware as much as practicable.
- B. 10-gauge stainless steel for the troughs shall conform to ASTM A 666, type 304.
- C. Unless otherwise directed or approved, replacement nuts and bolts to be furnished as required, shall conform to ASTM F593 and F594.D. Drilled or punched hole size clearances for bolted connections, unless otherwise approved, shall be industry standard for "loose fit" per ASME B18.2.8-1999.

2.02 OUTLET PIPES

- A. PVC pipe shall be full length pieces (no intermediate joints) of green colored DR 25 pipe conforming to AWWA C905. Re-use existing hardware as much as practicable.
- B. Joints for sealing the pipe end connections shall be custom fabricated preformed molded large diameter couplings (LDC) and large diameter reducer bushings (LDCR) formed using black non-rigid plasticized PVC, 60 Shore A, in accordance with ASTM D5926, as manufactured by Fernco, Inc., or approved equal.
- C. Unless otherwise directed or approved, replacement nuts and bolts to be furnished as required, shall conform to ASTM F593 and F594.

PART 3 - EXECUTION

3.01 FABRICATION

- A. Conform to Sections 05090 and 05500.

3.02 INSTALLATION

- A. Installation shall be done in a workmanlike manner. Set fabrications and re-installed weir plates true and plumb and in accordance with the Drawings and this specification.
- B. Use stainless steel washers under all nuts.

- C. Protect items against bending under their own weight or superimposed loads during installation. Use care in lifting troughs and outlet pipe members, and when performing required field welds so as to prevent bowing, warping, and other distortions.
- D. Adjust supports and weir plates to obtain specified slope or elevation. Conform to standard practice installation requirements in Manufacturer's Standardization Society (MSS) document number SP-58-2009 (Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation).
- E. Bottom surfaces of installed troughs and top surface of the weir plates shall be in true plane, and when tested with 8 foot straight edge, deviation shall not exceed 1/4 inch.

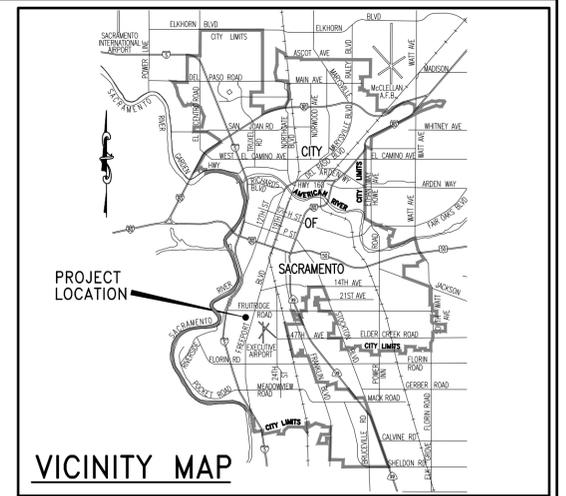
****END OF SECTION****

PLANS

GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF SACRAMENTO STANDARD SPECIFICATIONS DATED JUNE 2007, PLUS ALL ADDENDA, AND THE PROJECT TECHNICAL SPECIFICATIONS.
2. FURNISH, INSTALL AND MAINTAIN ALL WARNING SIGNS AND DEVICES NECESSARY TO SAFEGUARD CITY AND CONTRACTOR EMPLOYEES, AND FOR PROVIDING PROPER AND SAFE ROUTING OF VEHICULAR AND PEDESTRIAN TRAFFIC DURING PERFORMANCE OF THE WORK. BARRICADES AND CONSTRUCTION SIGNING SHALL COMPLY WITH THE CURRENT EDITION OF MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
3. DEMOLITION OF EXISTING IS TO BE LIMITED TO THE ITEMS SHOWN ON THE PLANS AND DESCRIBED IN THE TECHNICAL SPECIFICATIONS. REPAIR AND/OR REPLACE ALL EXISTING FEATURES DAMAGED BY CONTRACTOR OPERATIONS.
4. PROTECT EXISTING TREES. ANY TREE DAMAGED SHALL BE REPLACED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER.
5. AT THE TIME THE CONTRACT IS AWARDED, THE CONTRACTOR SHALL POSSESS A CLASS A LICENSE, OR A COMBINATION OF CLASSES REQUIRED BY THE CATEGORIES AND CLASSES OF WORK INCLUDED IN THIS CONTRACT.
6. ALL PIPE STRUTS SHALL BE INSTALLED WITH TYPE 304 SST STANDARD WASHERS.
7. VERIFY ALL DIMENSIONS IN FIELD PRIOR TO FABRICATION.

CITY OF SACRAMENTO IMPROVEMENT PLANS FOR CWTP EFFLUENT LAUNDER REMOVAL & REPLACEMENT PROJECT



APPROVED BY: *Brett Grant* 4-8-16
 BRETT GRANT R.C.E. 58964 DATE
 SUPERVISING ENGINEER - DEPARTMENT OF UTILITIES

APPROVED BY: *Pete Millino* 4-8-16
 PETE MILLINO DATE
 SUPERINTENDENT - DEPARTMENT OF UTILITIES

INDEX OF SHEETS

- 1 G-1 COVER SHEET
- 2 C-1 SITE PLAN
- 3 C-2 LAUNDERS PLAN AND PROFILE
- 4 C-3 DETAILS
- 5 C-4 DETAILS

STANDARD ABBREVIATIONS

A.B. — AGGREGATE BASE	DWG — DRAWING	PI — POINT OF INTERSECTION
A.C. — ASPHALT CONCRETE	EC — END CURVE	PL or P — PROPERTY LINE
ACP — ASBESTOS CEMENT PIPE	EL or ELEV. — ELEVATION	PP — POWER POLE
ADDL — ADDITIONAL	EMTR — ELECTRICAL METER	PCC — PORTLAND CONCRETE
APPROX. — APPROXIMATE	EP or EOP — EDGE OF PAVEMENT	PCC (P), PROP. — PROPOSED
AT&T — AT&T TELECOMMUNICATIONS	(E), EXIST. — EXISTING	PVC — POLY VINYL CHLORIDE
AVE. — AVENUE	FA — FIRE ALARM	PED — PEDESTAL
BC — BEGIN CURVE	FG — FINISHED GRADE	R or RT. — RADIUS OR RIGHT
BLDG — BUILDING	FL or E — FLOW LINE	RCP — REINFORCED CONC. PIPE
BOC — BACK OF CURB	FM — FLOOR	R/W, ROW — RIGHT-OF-WAY
CAB — CABINET	FO — FORCE MAIN	S — SLOPE EQUALS
C&G — CURB AND GUTTER	FO — FIBER OPTIC	SD — STORM DRAIN
CL or E — CENTER LINE	FOC — FACE OF CURB	SDMH — STORM DRAIN MANHOLE
CH — CHORD	G — GAS	SDMK — SIDEWALK
CO — CLEANOUT	G.B. — GRADE BREAK	SECT. — SECTION
CONC. — CONCRETE	G.MTR — GAS METER	SHT. — SHEET
CONST. — CONSTRUCT	G.V. — GATE VALVE	SS — SANITARY SEWER
CIV — CABLE TV	JP — JOINT POLE	SS SVC — SANITARY SEWER SERVICE
CR LT. — CURVE RETURN LEFT	L — LENGTH EQUALS	STA. — STATION
CS — COMBINED SEWER	LF — LINEAR FEET	STD. — STANDARD
CSSS — CITY OF SACRAMENTO STANDARD SPECIFICATIONS	LT. or L — LEFT	T or TEL — TELEPHONE
CSMH — COMBINATION SEWER MH	MFG. — MANUFACTURER	TOB — TOP OF BANK
D.B. — DITCH BOX	MH — MANHOLE	TYP. — TYPICAL
DI — DROP INLET	MB — MAIL BOX	VIF — VERIFY IN FIELD
DIA. — DIAMETER	MAX., MIN. — MAXIMUM, MINIMUM	W — WATER
DIP — DUCTILE IRON PIPE	No. — NUMBER	WKWY — WALKWAY
DRWY — DRIVEWAY	N.T.S. — NOT TO SCALE	WV — WATER VALVE
	PB — PULL BOX	< or AP — ANGLE POINT



LEGEND

EXISTING	PROPOSED
NO. 22 DRAIN INLET	NO. 22 DRAIN INLET
TYPE B DROP INLET	TYPE B DROP INLET
MANHOLE	MANHOLE
COMBINED SEWER MAIN	COMBINED SEWER MAIN
SANITARY SEWER MAIN	SANITARY SEWER MAIN
STORM DRAINAGE MAIN	STORM DRAINAGE MAIN
SEWER SERVICE W/CLEANOUT	SEWER SERVICE W/CLEANOUT
WATER MAIN	WATER MAIN
WATER MAIN W/BLOW-OFF	WATER MAIN W/BLOW-OFF
WATER MAIN W/AIR RELEASE VALVE	WATER MAIN W/AIR RELEASE VALVE
WATER MAIN W/GATE VALVE	WATER MAIN W/GATE VALVE
WATER MAIN W/BUTTERFLY VALVE	WATER MAIN W/BUTTERFLY VALVE
CORROSION MONITORING TEST STATION	CORROSION MONITORING TEST STATION
STANDARD FIRE HYDRANT	STANDARD FIRE HYDRANT
WHARF FIRE HYDRANT	WHARF FIRE HYDRANT
WATER SERVICE & METER BOX	WATER SERVICE & METER BOX
WATER SERVICE & CURB STOP	WATER SERVICE & CURB STOP
WATER SERVICE & CORP STOP	WATER SERVICE & CORP STOP
BACKFLOW PREVENTER	BACKFLOW PREVENTER
CURB, GUTTER & SIDEWALK	CURB, GUTTER & SIDEWALK
CENTER LINE	CENTER LINE
RIGHT-OF-WAY	RIGHT-OF-WAY
GAS MAIN & GAS VALVE	GAS MAIN & GAS VALVE
ELECTRICAL CONDUIT	ELECTRICAL CONDUIT
POWER POLE W/GUY WIRE	POWER POLE W/GUY WIRE
TELEPHONE CONDUIT	TELEPHONE CONDUIT
CABLE BOX/POD	CABLE BOX/POD
STREET LIGHT	STREET LIGHT
ELEVATION	ELEVATION
FENCE	FENCE
BENCH MARK	BENCH MARK
SIGN	SIGN
BOLLARD GATE POST OR POST	BOLLARD GATE POST OR POST
ADDRESS	ADDRESS
PLUG OR CAP	PLUG OR CAP
PIPE TO ABANDON	PIPE TO ABANDON
PIPE TO REMOVE	PIPE TO REMOVE
BUILDING	BUILDING
RAILROAD	RAILROAD
TREE OR BUSH	TREE OR BUSH

EFFLUENT LAUNDER REPLACEMENT
 R:\CityGIS\Projects\141010099 CWTP ASBESTOS LAUNDER REMOVAL & REPLACEMENT
 PN: X141010099

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. _____
DESCRIPTION:	
N/A	

FIELD BOOK	SCALE: _____

CITY OF SACRAMENTO
 Department of Utilities
CITY OF SACRAMENTO
 DEPARTMENT OF UTILITIES

DRAWN BY: C. YEE
 DATE: 4-8-16
 DESIGNED BY: B. MILLER
 R.M.E. NO. M25044 DATE: 4-8-16
 CHECKED BY: S. WILLIAMS
 R.C.E. NO. C31326 DATE: 4-8-16



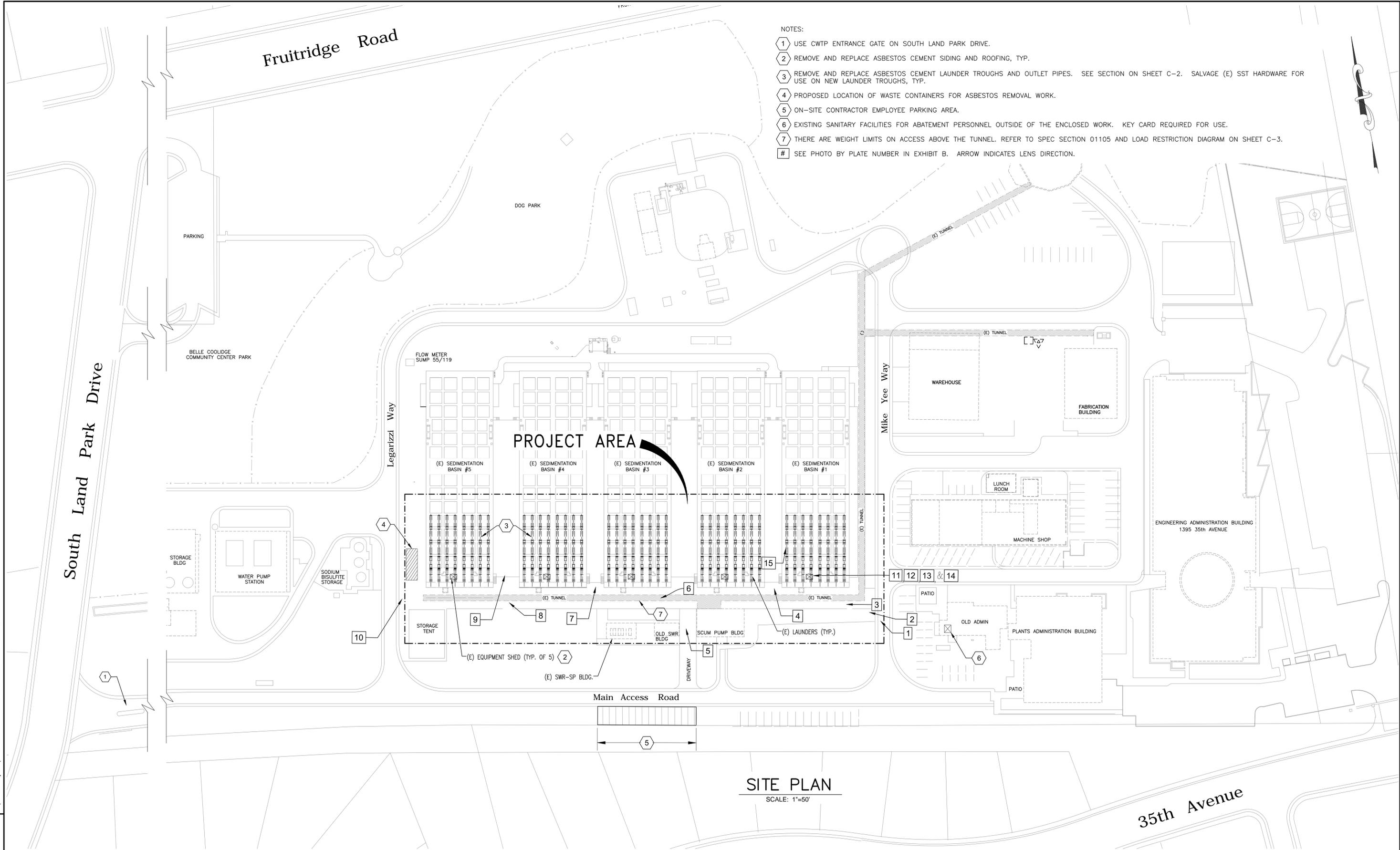
IMPROVEMENT PLANS FOR:
**CWTP EFFLUENT LAUNDER
 REMOVAL AND REPLACEMENT PROJECT**
COVER SHEET

GIS GRID NO. 44113-1N113
 PN: X141010099
 DWG. NO. **G-1**
 SHEET **1** OF **5**

PN: X141010099

EFFLUENT LAUNDER REPLACEMENT
R:\Civil3D Projects\14010099 CWTP ASBESTOS LAUNDER REMOVAL & REPLACEMENT

PN: X14010099



- NOTES:
- 1 USE CWTP ENTRANCE GATE ON SOUTH LAND PARK DRIVE.
 - 2 REMOVE AND REPLACE ASBESTOS CEMENT SIDING AND ROOFING, TYP.
 - 3 REMOVE AND REPLACE ASBESTOS CEMENT LAUNDER TROUGHS AND OUTLET PIPES. SEE SECTION ON SHEET C-2. SALVAGE (E) SST HARDWARE FOR USE ON NEW LAUNDER TROUGHS, TYP.
 - 4 PROPOSED LOCATION OF WASTE CONTAINERS FOR ASBESTOS REMOVAL WORK.
 - 5 ON-SITE CONTRACTOR EMPLOYEE PARKING AREA.
 - 6 EXISTING SANITARY FACILITIES FOR ABATEMENT PERSONNEL OUTSIDE OF THE ENCLOSED WORK. KEY CARD REQUIRED FOR USE.
 - 7 THERE ARE WEIGHT LIMITS ON ACCESS ABOVE THE TUNNEL. REFER TO SPEC SECTION 01105 AND LOAD RESTRICTION DIAGRAM ON SHEET C-3.
 - # SEE PHOTO BY PLATE NUMBER IN EXHIBIT B. ARROW INDICATES LENS DIRECTION.

SITE PLAN
SCALE: 1"=50'

REVISIONS			
NO.	DESCRIPTION	DATE	BY

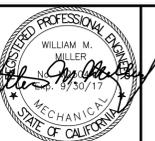
BENCH MARK	ELEV.	FIELD BOOK
DESCRIPTION:		SCALE:
N/A		H: 1"=50'
		V: N/A

1" = 50'

CITY OF SACRAMENTO
Department of Utilities

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

DRAWN BY: C. YEE	DESIGNED BY: B. MILLER	CHECKED BY: S. WILLIAMS
DATE: 4-8-16	R.M.E. NO. M25044 DATE: 4-8-16	R.C.E. NO. C31326 DATE: 4-8-16

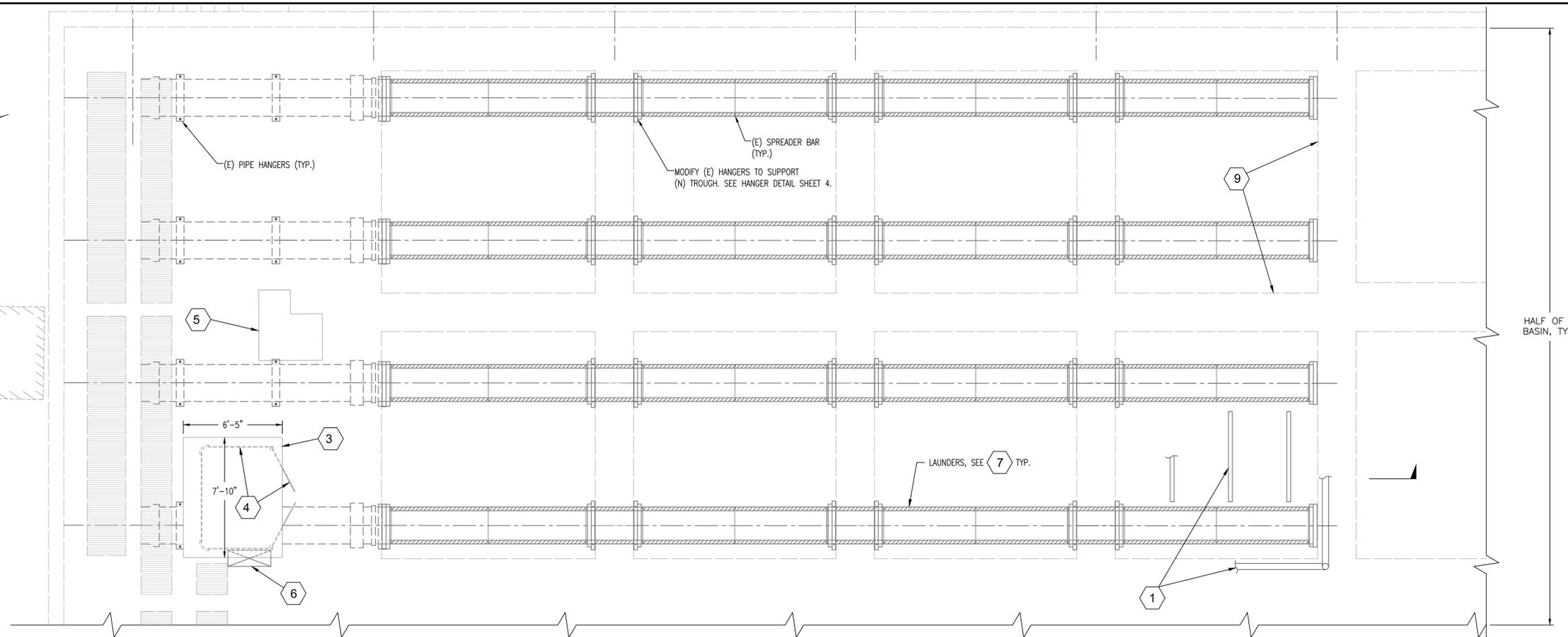
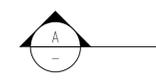
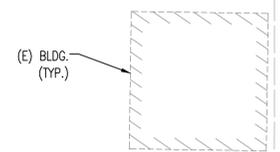


IMPROVEMENT PLANS FOR:
**CWTP EFFLUENT LAUNDER
REMOVAL AND REPLACEMENT PROJECT**

SITE PLAN

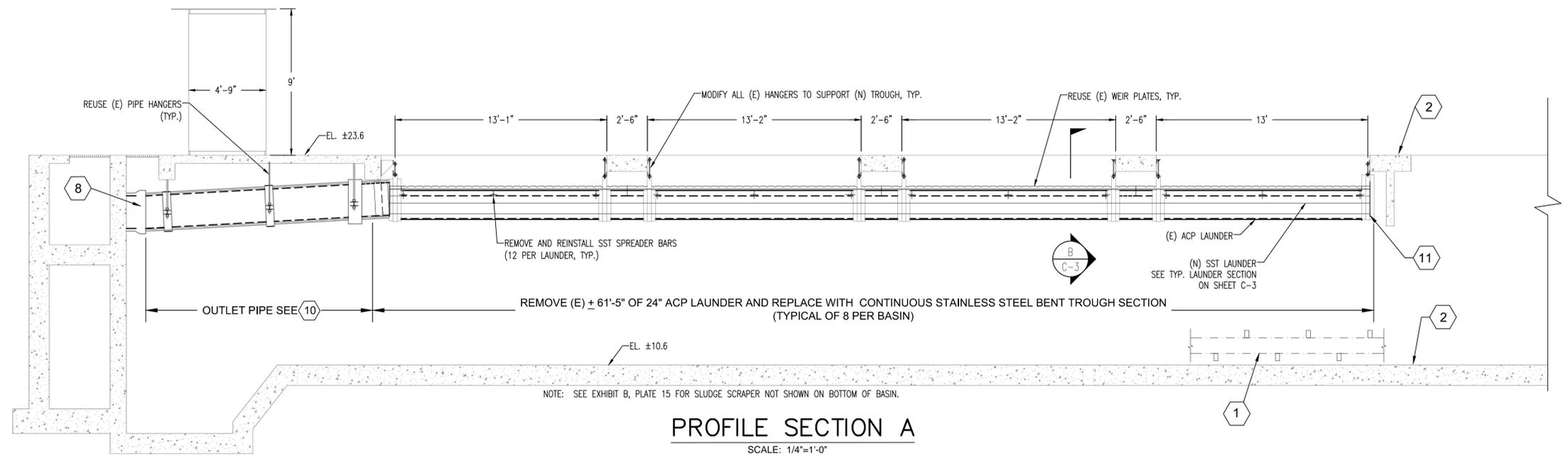
GIS GRID NO. MM13-NN13	DWG. NO. C-1
PN: X14010099	SHEET 2
	OF 5

PN: X14010099



SEDIMENTATION BASIN PARTIAL PLAN
SCALE: 1/4"=1'-0"

- NOTES:
- 1 TOP DECK HANDRAIL AND FLR CHAIN & FLYTE SWEEPS TO REMAIN. NOT SHOWN IN PLAN OR PROFILE FOR CLARITY.
 - 2 (E) CONCRETE TO REMAIN, TYP.
 - 3 ROOF OUTLINE, TYP.
 - 4 SHED WALL AND DOOR, TYP.
 - 5 CHAIN AND FLYTE MOTOR. 2 PER BASIN, TYP.
 - 6 (E) ELECTRICAL PANEL ON SHED SIDE, TYP.
 - 7 SEE AS-BUILT PLAN IN EXHIBIT C FOR ADDITIONAL INFORMATION.
 - 8 (E) DIP WALL THIMBLE TO REMAIN.
 - 9 EDGE OF CONCRETE DECK AT EL. 23.6 TYP.
 - 10 REMOVE (E) ± 14 LF OF 24" ACP OUTLET PIPE AND REPLACE WITH 24" PVC PIPE - SEE OUTLET PIPE AND LAUNDER END DETAIL ON SHEET C-4.
 - 11 INSTALL END PLATE AND WEIR CLOSURE AS SHOWN ON OUTLET PIPE AND LAUNDER END DETAIL ON SHEET C-4.



PROFILE SECTION A
SCALE: 1/4"=1'-0"

PN: X14010099

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.
DESCRIPTION:	
N/A	

FIELD BOOK	SCALE:
	H: 1/4"=1'-0"
	V: N/A

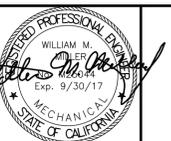
CITY OF SACRAMENTO
Department of Utilities

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

DESIGNED BY: B. MILLER
R.M.E. NO. M25044 DATE: 4-8-16

CHECKED BY: S. WILLIAMS
R.C.E. NO. C31326 DATE: 4-8-16

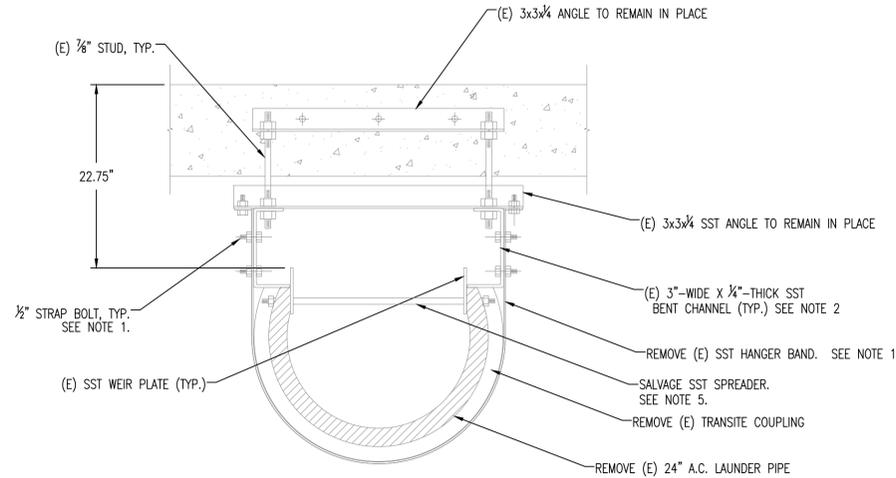
DRAWN BY: C. YEE
DATE: 4-8-16



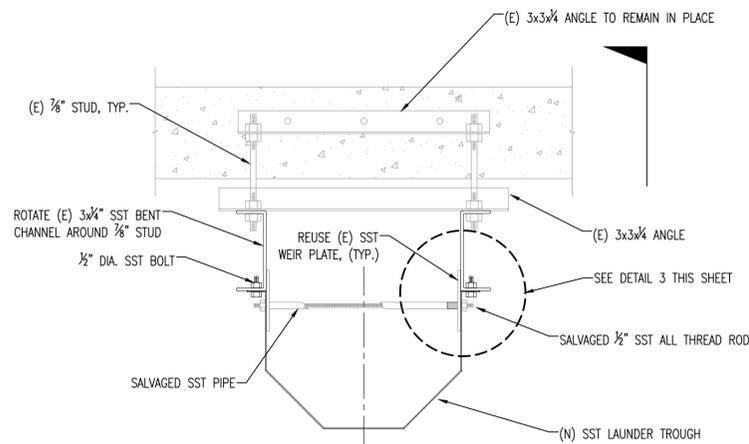
IMPROVEMENT PLANS FOR:
CWTP EFFLUENT LAUNDER
REMOVAL AND REPLACEMENT PROJECT
LAUNDERS PLAN AND PROFILE

GIS GRID NO. MM13-NN13	DWG. NO. C-2
PN: X14010099	SHEET 3 OF 5

PN: X14010099

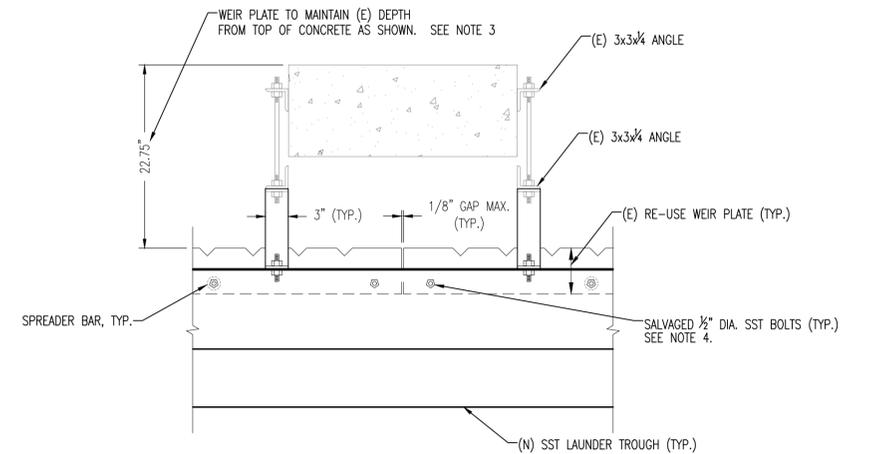


(E) HANGER



(P) HANGER

SCALE: 1"=1'-0"



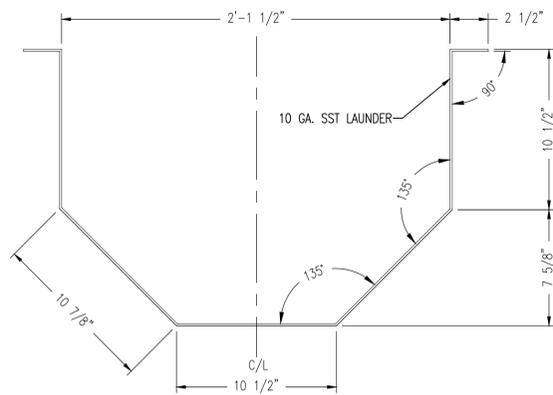
SECTION C - (P) HANGER SIDE VIEW

SCALE: 1"=1'-0"

NOTES:

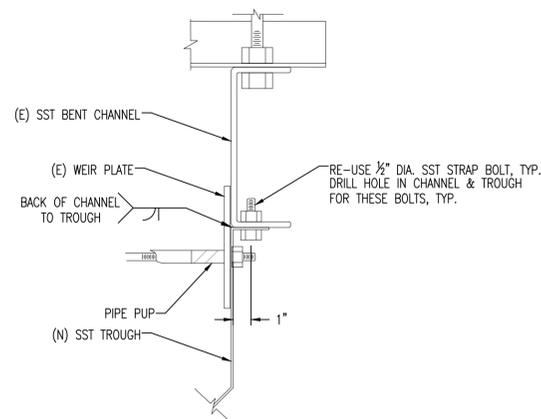
1. STRAP BOLT RE-USE NOT REQUIRED IN SAME POSITION. SALVAGE ALL OTHER SST HARDWARE AND USE TO SUPPORT (N) LAUNDERS AND RE-INSTALLED WEIR PLATES.
2. FABRICATE FOUR PER EA. LAUNDRER TROUGH (2 ON EA END, 160 TOTAL REQD).
3. THIS IS THE CONTROLLING DIMENSION FOR SETTING THE WEIRS. WEIR PLATE BOLT HOLE IN TROUGH MUST BE CENTERED IN THE WEIR PLATE SLOTTED HOLE WHEN WEIR IS IN FINAL POSITION TO ALLOW FOR MAXIMUM UP/DOWN ADJUSTABILITY.
4. WEIR PLATE HOLE SPACING VARIES. USE PLATES AS TEMPLATE FOR HOLES IN (N) LAUNDRER, ~2' O.C., VIF
5. SPREADER BARS CONSIST OF AN INNER ALL-THREAD ROD AND AN OUTER 1/2" PIPE SECTION, PLUS NUTS ON EA END. PROVIDE NEW SST WASHERS FOR EA END OF THE ALL-THREAD ROD, AND A SHORT PUP SECTION OF SST PIPE TO MAINTAIN (N) SST LAUNDRER TROUGH SECTION WIDTH.

HANGER MODIFICATION DETAILS



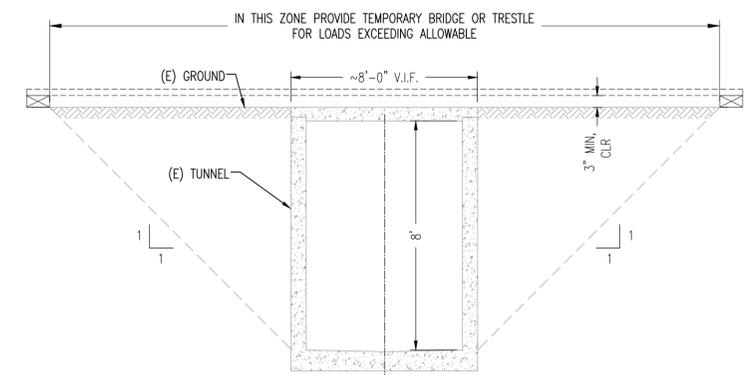
(N) SST LAUNDRER TROUGH SECTION

NTS



DETAIL 3

NTS



(E) TUNNEL LOAD RESTRICTION DIAGRAM

NTS

EFFLUENT LAUNDRER REPLACEMENT
R:\Civil3D Projects\14010099 CWP ASBESTOS LAUNDRER REMOVAL & REPLACEMENT

PN: X14010099

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. _____
DESCRIPTION:	

FIELD BOOK	
SCALE:	1"
H: AS SHOWN	
V: N/A	

ON ORIGINAL SCALE
DRAWING ADJUST
SCALED DIMENSIONS
IF THIS DOES NOT
SCALE AT 1"

CITY OF SACRAMENTO
Department of Utilities

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

DESIGNED BY: B. MILLER
R.M.E. NO. M25044 DATE: 4-8-16

CHECKED BY: S. WILLIAMS
R.C.E. NO. C31326 DATE: 4-8-16

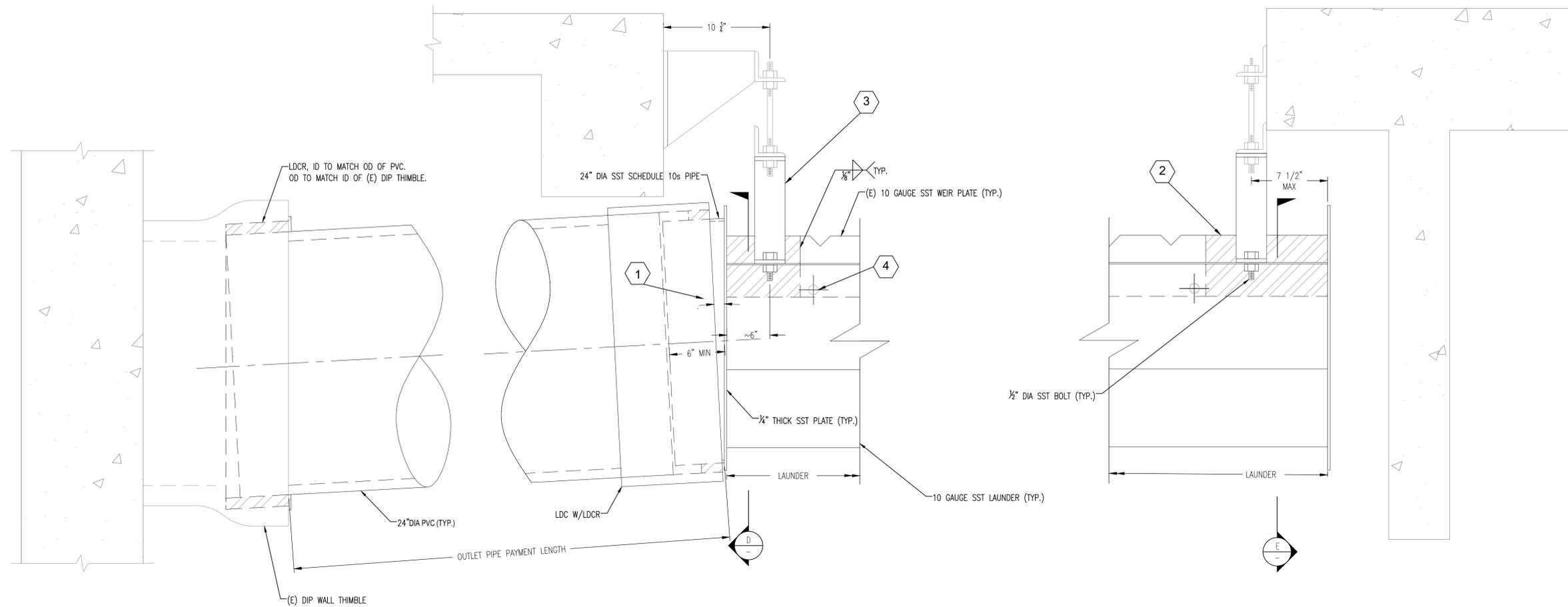


IMPROVEMENT PLANS FOR:
**CWTP EFFLUENT LAUNDRER
REMOVAL AND REPLACEMENT PROJECT**

DETAILS

GIS GRID NO. MM13-NN13	DWG. NO. C-3
PN: X14010099	SHEET 4
	OF 5

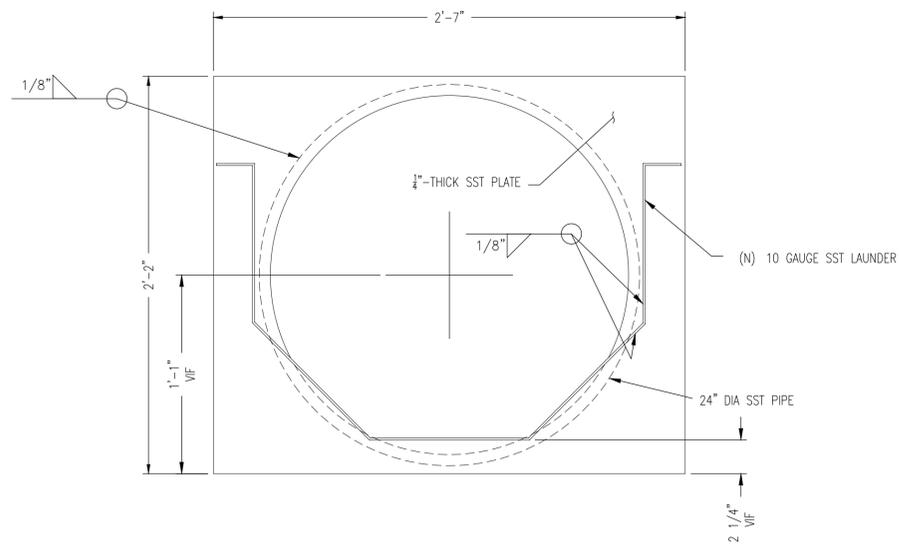
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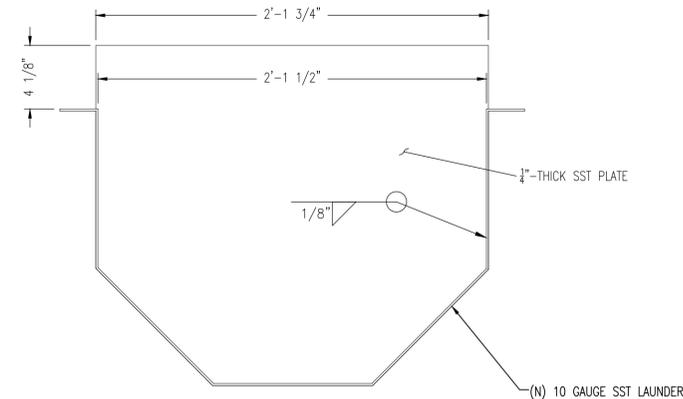
OUTLET PIPE AND LAUNDER END DETAIL
NTS

NOTES:

- 1 ±3 DEG. VIF.
- 2 10 GAUGE SST WEIR PLATE EXTENSION (TYP.)
- 3 (N) 3"-WIDE X 1/4"-THICK SST CHANNEL, BEND TO MATCH EXISTING (TYP.)
- 4 PIPE STRUTS TO MATCH EXISTING SPACING FROM VERTICAL SUPPORTS.



SECTION D - LAUNDER TRANSITION
NTS



SECTION E - LAUNDER END
NTS

PN: X14010099

EFFLUENT LAUNDER REPLACEMENT
R:\Civil3D Projects\14010099 CWP ASBESTOS LAUNDER REMOVAL & REPLACEMENT

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK DESCRIPTION:	ELEV. _____
N/A	

FIELD BOOK	
SCALE:	1" = 1'
H: AS SHOWN	
V: N/A	

ON ORIGINAL SCALE DRAWING ADJUST SCALED DIMENSIONS IF THIS DOES NOT SCALE AT 1"

CITY OF SACRAMENTO
Department of Utilities

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

DESIGNED BY: B. MILLER
R.M.E. NO. M25044 DATE: 4-8-16

CHECKED BY: S. WILLIAMS
R.C.E. NO. C31326 DATE: 4-8-16



IMPROVEMENT PLANS FOR:
**CWTP EFFLUENT LAUNDER
REMOVAL AND REPLACEMENT PROJECT**

DETAILS

GIS GRID NO. MM13-NN13	DWG. NO.	C-4
	SHEET	5
	OF	5

PN: X14010099

EXHIBIT A

ASBESTOS REQUIREMENTS

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SECTION 1. ASBESTOS BIDDING REQUIREMENTS

Part 1.1 - Site Investigations

By submitting a bid for asbestos related work, the asbestos abatement contractor acknowledges that they have investigated and satisfied themselves as to: a) the conditions affecting the work, including but not limited to, physical conditions of the site which may bear upon site access, handling, and storage of tools and materials, access to water, electric, or other utilities, or otherwise affect performance of required activities; b) the character and quality of all surface and subsurface materials or obstacles to be encountered, in so far as, this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner or a designated consultant, as well as, information presented in drawings and specifications included with this contract. Any failure by the asbestos abatement contractor to acquaint themselves with available information will not relieve them from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner is not responsible for any conclusions or interpretations made by the asbestos abatement contractor on the basis of the information made available by the Owner.

Part 1.2 - Insurance Requirements

Successful asbestos abatement contractor shall purchase and maintain insurance that will protect them from claims that may arise out of or result from the activities under this Contract, whether those activities are performed by the asbestos abatement contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

Successful asbestos abatement contractor shall submit proof of coverage, as well as, Subcontractors under the Worker's Compensation insurance system of the State of California or other similar benefit acts.

Successful asbestos abatement contractor shall submit a certificate of general liability insurance protecting against liability for bodily injury and property damage arising from asbestos abatement contractor's activities under this contract.

Such certificate of insurance must contain the following provisions:

- (a) The limit of liability shall not be less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined.
- (b) The Owner, Owner's Agents, and Consultant must be named as additional insured, but only in respect to liability arising or resulting from activities under this contract.
- (c) In the event of cancellation of the insurance policy, the Owner shall be given thirty days advance written notice.
- (d) The insurance certificate must state that the insurance includes liability coverage for asbestos abatement work.

Successful asbestos abatement contractor's Subcontractors shall submit a certificate of general liability insurance protecting against liability for bodily injury and property damage arising from Contractor's activities under this contract.

Such certificates of insurance must contain the following provisions:

- (a) The limit of liability shall not be less than \$1,000,000.00 per occurrence for bodily

injury and property damage liability combined.

- (b) The Owner, Owner's Agents, and Consultant must be named as an additional insured, but only in respect to liability arising or resulting from activities under this contract.
- (c) In the event of cancellation of the insurance policy, the Owner shall be given thirty days advance written notice.

Part 1.3 - Licenses and Qualifications Requirements

The asbestos abatement contractor shall be duly licensed in the State of California with the Contractors State License Board (CSLB) in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code, as amended. This includes certification for asbestos-related work, and all other trades or work required under this contract and within these specifications.

The asbestos abatement contractor shall submit a statement, signed by an officer of the company, containing the following information:

- 1. A record of any citations issued by Federal, State, or Local regulatory agencies within the last 3 years, relating to asbestos abatement activity. Include projects, dates, and resolutions.
- 2. A list of penalties incurred through non-compliance with asbestos abatement project specifications, including liquidated damages, overruns in scheduled time limitations, and resolutions.
- 3. Situations in which an asbestos-related contract has been terminated including projects, dates, and reasons for terminations.
- 4. A list of any asbestos-related legal proceedings/claims in which the Contractor (or employees scheduled to participate in this project) has participated or is currently involved. Include descriptions or role, issue, and resolution to date.

The asbestos abatement contractor is fully and totally responsible at all times for compliance with payment of prevailing wage rates pursuant to provisions of the California Labor Code, for compliance with Division 2, Part 7, Chapter 1, California Labor Code, including but not limited to Section 1776; and for compliance with California Labor Code, Section 1777.5 for all apprentice able occupations.

SECTION 2. ASBESTOS GENERAL REQUIREMENTS - DEFINITIONS

Abatement - Procedures beyond a special operations and maintenance program to control fiber release from asbestos-containing materials. Includes removal, encapsulation, enclosure, repair.

ACGIH - American Conference of Governmental Industrial Hygienists, 6500 Glenway Avenue, Building D-5, Cincinnati, Ohio 45211

AHERA - Asbestos Hazard Emergency Response Act

AIHA - American Industrial Hygiene Association, 475 Wolf Ledges Parkway, Akron, Ohio 44311

Air Filtration Device - See "Pressure Differential Unit"

Airlock - A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways separated by a distance of at least three (3) feet such that one passes through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the second doorway, thereby preventing flow-through contamination.

Air monitoring - The process of measuring the fiber content of a known volume of air collected during a specific period of time. The procedure normally utilized for asbestos follows the NIOSH Standard Analytical Method for Asbestos in Air P&CAM 239 or Method 7400. For clearance air monitoring, electron microscopy methods may be utilized for lower detection and specific fiber identification.

Air Sampling Professional - The professional contracted or employed by the Owner to supervise and/or conduct air monitoring and analysis schemes. This individual may also function as the Asbestos Project Manager, if qualified. Supervision of air sampling and evaluation of results should be performed by an individual certified in the Comprehensive Practice of Industrial Hygiene (C.I.H.) or having specialized experience in air sampling for asbestos. Other acceptable Air Sampling Professionals include Environmental Engineers, Architects, Chemists and Environmental Scientists or others with equivalent experience in asbestos air monitoring. This individual shall not be affiliated in any way other than through this contract with the contractor performing the abatement work.

Ambient Air - The air outside the buildings and structures or the air as it normally exists in a space prior to abatement.

Amended water - Water to which a surfactant has been added.

ANSI - American National Standards Institute, 1430 Broadway, New York, New York, 10018

Asbestos - Means the asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite grunerite (amosite), anthophyllite, actinolite, and tremolite.

Asbestos-Containing Hazardous Waste - Materials defined by the State of California to be packaged, labeled, transported, and disposed of as an asbestos hazardous waste. This includes all friable asbestos-containing material over one-percent (1%) asbestos. This also includes all asbestos-containing material containing less than one-percent asbestos for which one or more bulk samples have not been point counted and found to contain less than one-percent (1%) asbestos.

Asbestos-containing material (ACM) - Cal/OSHA - Material composed of asbestos of any type and in an amount greater than one-tenth of one percent (0.1%) either alone or mixed with fibrous or non-fibrous materials. EPA - Asbestos-containing materials with more than one percent asbestos.

Asbestos-containing waste material - Asbestos-containing material or asbestos-contaminated objects requiring disposal.

Asbestos Project Manager (APM) - (Also known as Clerk-of-the-Works or Competent Person) - An individual qualified by virtue of experience and education, designated as the Owner's representative and responsible for overseeing the asbestos abatement project.

ASTM - American Society for Testing and Materials, 916 Race Street, Philadelphia, PA 19103.

Authorized visitor - The Owner (and any designated representative) and any representative of a regulatory or other agency having jurisdiction over the project.

Bidder - A duly licensed and accredited asbestos contractor who was present at the bid-walk and has submitted a bid.

Cal/OSHA - California Division of Occupational Safety and Health, 525 Golden Gate Avenue, P.O. Box 603, San Francisco, CA 94101.

Certified Industrial Hygienist (CIH) - An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.

Clean room - An uncontaminated area or room which is a part of the worker decontamination enclosure system with provisions for storage of workers' street clothes and clean protective equipment.

Competent Person - A person who has successfully completed EPA-abatement supervisor training whose accreditation is current. Certificate must show 4 or 5 day training.

Containment - Isolation of the work area from the rest of the building to prevent escape of asbestos fibers.

Contract Documents - Written contractual agreements between the Owner and the Contractor that pertain to the work on this project.

Contractor - The individual and/or legal entity and its subcontractors and employees of the contractor and subcontractor awarded the contract.

Contractor/Supervisor - A person who successfully completed an initial U.S. EPA and/or state-approved five-day AHERA accreditation course and who has maintained that training through approved annual refresher training, and possesses current and valid AHERA accreditation documentation as a AHERA accredited Contractor/Supervisor.

Class I, II, III, or IV Work - Work classes described in 8 CCR 1529 that describe different levels of asbestos work.

Critical Barrier - Critical Barriers used to restrict water and air flow. Critical Barriers are the barriers placed over openings in the walls and ceilings of a work area in order to ensure that airborne fibers cannot escape the work area via these openings. The Contractor will construct impermeable barriers at all exits or openings, including doorways, duct chases, mechanical shafts, elevator shafts, floor openings, drains, and the like, so that all possible exit or entrance routes are effectively barricaded and sealed. Unless otherwise specified in the Contract documents, critical barriers shall be constructed of at least one layer of 6-mil thick poly.

Critical Barrier Negative Pressure Test - Required test for negative pressure with only critical barriers and air filtration units installed. This test must be conducted prior to the installation of cleaning barriers, but may be conducted with or without the decontamination unit in place.

Curtained Doorway, Z-Flapped - A device to allow ingress or egress from one room to another while permitting minimal air movement between spaces (such as the various rooms of the decontamination chamber). Each Curtained Doorway will consist of three sheets of poly. The first barrier will be a sheet of poly covering the entire passage and taped to the ceiling, walls, and floor. This sheet will be slit vertically in order for the workers to pass through it. Another sheet of poly will cover the first sheet but be taped only to the ceiling (or top of the first barrier) and down one wall. The third sheet of poly will be placed on the opposite side of the slit poly from the second sheet. The third sheet of poly will be attached in a similar manner as the second sheet except the wall attachment will be to the opposite wall. Each barrier must be weighted at the bottom in order to ensure that it will lay flat against the slit sheet opening should the negative pressure system fail.

Decontamination Enclosure System - (Also known as Decon or Waste Transfer Decon) A series of connected rooms designed for the decontamination of workers and equipment that is separated from the work area and from each other by z-flapped curtained doorways. This unit shall be constructed with at least two layers of six-mil poly for the floors, walls, and ceiling. The floor of the dirty room shall consist of two layers of six-mil poly plus a third layer of poly, four-mil or thicker, to be used as a removable drop layer. Drop layer is to be removed as needed, but not less than daily. All decontamination enclosure systems used for worker entry and exit shall be equipped with a shower. At no time shall z-flaps of Decontaminations Enclosure System chambers be taped, held or otherwise blocked open.

Demolition - The wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations.

DOP - Dioctylphthalate particles which are normally used as an agent for testing the efficiency of HEPA filters.

Dust or Debris - Any visible dust or debris remaining in an abatement area will be considered asbestos-containing residue.

Encapsulant - A liquid material which can be applied to asbestos-containing material which controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).

EPA - U.S. Environmental Protection Agency

Equipment Decontamination Enclosure System - That portion of a decontamination enclosure system designed for controlled transfer of materials and equipment into or out of the work area, typically consisting of a washroom and holding area.

Equipment Room - A contaminated area or room which is part of the worker decontamination enclosure system with provisions for storage of contaminated clothing and equipment.

Exterior of Containment HEPA Filtered Pressure Differential Unit - An air-purifying unit positioned outside, rather than inside the regulated work area. The face, or filter portion of the unit is integrated within the work area, and the remainder of the unit (housing, wheels, rivets, control panel, etc.) is located outside of the work area. This allows filters on the air intake to be changed from within the regulated area but access to the machine itself is available to those outside the area. Pressure differential units which pass DOP testing across the HEPA filter, but fail at rivets, control panels, wheels, etc. may be used in this fashion as long as the failure point of the unit can remain on the exterior of containment while the face of the unit and filters are inside containment.

Facility - Any institutional, commercial or industrial structure, installation, or building.

Facility component - Any pipe, duct, boiler, tank, reactor, turbine, or furnace at or in a facility or any structural

member or a facility.

Fed OSHA or OSHA - Federal Occupational Safety and Health Administration.

Fixed object - A piece of equipment or furniture in the work area which cannot be removed from the work area.

Friable asbestos - Asbestos-containing material which can be crumbled to dust when dry, under hand pressure.

Glove bag technique - A method with limited applications for removing small amounts of friable asbestos-containing materials from ducts, short piping runs, valves, joints, elbows, and other non-planar surfaces. The glove bag assembly is a manufactured or fabricated device consisting of a glove bag (typically constructed of 6 mil transparent polyethylene or polyvinylchloride plastic), two inward projecting long sleeves, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glove bag is constructed and installed in such a manner that it surrounds the object or material to be removed and contains all asbestos fibers released during the process. All workers who are permitted to use the glove bag technique must be highly trained, experienced and skilled in this method. All techniques and procedures employed by the Contractor shall be approved by the asbestos project manager/Owner's agent/site representative.

HVAC - Heating, ventilation and air conditioning system.

HEPA Filter - A high efficiency particulate air filter capable of removing particles 0.3 microns in diameter from an air stream with 99.97% efficiency.

HEPA Vacuum - A vacuum system equipped with HEPA filtration.

Holding Area - A chamber or airlock between the shower and clean or dirty rooms.

Lock-down - To mist the air and to wet surfaces with an agent designed to bind asbestos fibers together.

Magnehelic gauge - Instrument for measuring the static air-pressure differential across a barrier.

Manometer - See "Magnehelic gauge".

Mini-Enclosures - Mini-enclosures may be used where glove bag setups are not feasible. The use of them must be approved by the asbestos project manager/Owner's agent/site representative. Mini-enclosures shall be constructed of 6 mil polyethylene (attached with tape and/or glue to walls and floors) and shall be small enough for only one worker who can enter the enclosure one time, complete the abatement exercise, pass out the containerized debris and exit. The worker shall have available a change room contiguous to the work area where he can clean his coveralls prior to leaving the area.

"Monitoring" - May include:

- a) Visual inspection for the presence of visible emissions; or
- b) Air monitoring performed in accordance with accepted methods;
- c) Core samples of encapsulated or bridged materials.
- d) Bulk sampling of soil during and following abatement.
- e) Sampling substrata following abatement.

Movable object - An unattached piece of equipment or furniture in the work area which can be removed from the work area.

NVLAP - National Voluntary Laboratory Accreditation Program.

CWTP Effluent Launder Removal and Replacement Project

EXHIBIT A

NESHAP - The National Emissions Standards for Hazardous Air Pollutants (40 CFR Part 61, Nov. 20, 1990)

NIOSH - The National Institute for Occupational Safety and Health CDC-NIOSH, Building J N.E. Room 3007, Atlanta, GA 30033

Outside air - The air outside buildings and structures.

Owner - The Owner or Owners authorized Representative.

PCM - Phase contrast microscopy according to NIOSH Method 7400.

Plasticize - See "Poly".

Poly - Polyethylene sheeting. Used to cover floors, walls, ceilings, create critical barriers, and seal open vents on mechanical systems, etc. *Note: All poly on this project must be flame-retardant.*

Pressure Differential Unit (PDU) - A portable exhaust system equipped with HEPA filtration and capable of maintaining a constant low velocity air flow into contaminated areas from adjacent uncontaminated areas. Air intake must have a filter on it which can be changed within a containment.

Prior experience - Experience required of the contractor on asbestos projects of similar nature and scope to ensure capability of performing the asbestos abatement in a satisfactory manner. Similarities shall be in areas related to material composition, project size, abatement methods required, number of employees and the engineering, work practice and personal protection controls required.

Regulated Area - means an area established by a Contractor to demarcate areas where airborne concentrations of asbestos exceed, or there is a reasonable possibility they may exceed, the permissible exposure limit. Additionally "Regulated Area" means any measure used to restrict access to an area where personnel impacting asbestos-containing materials are required to wear respiratory protection and/or protective clothing by the project specifications regardless of airborne asbestos concentration levels.

"Regulations" - shall include but not be limited to:

- a. U.S. Environmental Protection Agency Regulations for Asbestos (Title 40, Code of Federal Regulations, Part 61, Subparts A & B)
- b. U.S. Environmental Protection Agency, Office of Toxic Substances, Asbestos-Containing Materials in School Buildings, A Guidance Document, Parts 1 & 2.
- c. Title 8, Chapter 4, Subchapters 1 through 21, California Administrative Code, General Industry Safety orders, Section 5208 "Asbestos" or the applicable sections of the Federal Asbestos Regulations. Cal/OSHA Construction Safety Orders, Section 1529.
- d. "Asbestos Hazard Emergency Response Act", U. S. Environmental Protection Agency, 40 CFR, Part 763. Final Rule and Notice.
- e. Applicable local county Air Pollution Control Owners and Air Quality Management Districts.

Removal - The stripping of any asbestos-containing materials from surface or components of a facility.

Renovation - Altering in any way one or more facility components. Operations in which load-supporting structural members are wrecked or taken out are excluded.

Shower Room - A room between the clean room and the equipment room in the decontamination enclosure

with hot and cold or warm running water controllable at the tap and suitably arranged for complete showering during decontamination. The shower room must be equipped with an overflow pan to contain water splashed, leaked or spilled out of the shower unit.

Staging area - Either the holding area or some area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the work area.

Strip - To take off friable asbestos materials from any part of a facility.

Structural member - Any load-supporting member of a facility, such as beams and load-supporting walls or any non-load-supporting member, such as ceilings and non-load supporting walls.

Submittals - Pre, interim, and post job documents submitted by the contractor to Owner/Owner's Representative as indicated in General Requirements and Bidding Requirements.

Surfactant - A chemical wetting agent added to water to improve penetration.

TEM - Transmission Electron Microscopy according to AHERA specifications for Level II analysis.

Temporary Enclosure System - A system by where the regulated work area is isolated from the rest of the building or structure in a manner that prevents the escape of airborne asbestos fibers. Also see "Containment".

Visible emissions - Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.

Waste Load-out/Transfer System - A decontamination system utilized for transferring containerized waste from inside to outside of the work area. A series of three connected rooms used for the load-out of asbestos-containing materials that have been properly containerized. The waste load out chamber system shall normally consist of three connected chambers adjacent to the work area. Each chamber shall be constructed with at least two layers of six-mil thick poly for the floors, walls, and ceiling. The chamber located closest to the work area is known as the dirty chamber, and in addition to the two layers of six-mil thick poly on the floor, shall also have a third layer of poly, four-mil or thicker, to be used as a removable drop layer. The drop layer is to be removed as needed but at least daily. The chamber located closest to the outside the work area is known as the clean chamber. See Section 16 for proper use of waste Load-out/Transfer System.

Wet cleaning - The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other utensils which have been dampened with water and afterwards thoroughly decontaminated or disposed of as asbestos contaminated waste.

Work area - Designated rooms, spaces, or areas of the project in which asbestos abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A contained work area is a work area which has been sealed, plasticized, and equipped with a decontamination enclosure system. A non-contained work area is an isolated or controlled-access work area which has not been plasticized nor equipped with a decontamination enclosure system.

Worker - Contractor employee who has completed course work and passed the exam for an EPA accredited, AHERA asbestos abatement worker. Certificate must show a minimum of three or four days training and a currently valid one-day refresher certificate, as appropriate.

SECTION 3. NOTIFICATIONS, SUBMISSIONS, POSTINGS

Part 3.1 - Notification

Prior to commencement of work the Contractor shall send notices of work to be completed to the agencies listed below with a copy of each to be provided to the Owner or its representative at the pre-construction meeting.

For compliance with 40 CFR part 61.146 of Subpart M, send notice at least 10 working days prior to start of work to the following appropriate agencies:

Sacramento Metropolitan AQMD	Phone: (916) 874-4800
777 12 th Street, Third Floor	Fax: (916) 874-4899
Sacramento, CA 95814-1908	

For compliance with Title 8, California Administrative Code, Construction Safety Order 1529, Asbestos Regulations send written notice at least one day prior to start of work to:

State of California
Department of Occupational Safety and Health (Cal/OSHA)

These notices shall include, at a minimum, the name and address of the Contractor, the name and address of the work site, the type of work to be done including the percent asbestos content of the material, the methods used to prevent migration of the fibers, personal protective measures, the number of his workers involved, any union representation of the workers and the methods of disposal including the names and EPA numbers of both the certified hauler and the waste disposal site. The notices shall also include start and finish dates. Changes in start and completion dates shall be reported immediately to the proper agency. Use forms provided by agency whenever possible.

Part 3.2 - Pre-Construction Submittals

Submit copies of documents required to be included in the Bidding Requirements. At a minimum these documents will include:

1. Copy of State of California Contractor License Issued by CSLB
2. Copy of State of California CSLB Active License
3. Copy of State of California CSLB Asbestos Certification
4. Copy of Department of Industrial Relations; Division of Occupational Safety and Health; Certificate of Registration for Asbestos-related Work
5. Copy of signed statement from company officer listing citations and pending proceedings against the Contractor, or if there have been no citations, a copy of the statement that no actions by regulatory agencies have occurred in the last three years signed by an officer of the company.

Submit copies of insurance certificates which meet requirements as outlined in Section 1, Part 1.2, of this Specification.

Submit copies of notifications to government agencies.

Submit proof satisfactory to the Owner that required permits have been acquired applicable to the project being performed and specific to the project site and location. If no city, county, or other permits for parking,

waste container location, or variances for scheduled work hours are required this should be stated in writing and submitted to the Owner.

Submit Sub-contractors information or statement that Sub-contractors will not be required or used during this project. This statement should also include that if it becomes necessary to use a Sub-contractor during this project that Sub-contractor will not be allowed to perform work until all required documentation has been submitted for review by the Owner or Owner's agent/site representative, and the Contractor receives written approval for use of the Sub-contractor on this project.

Submit a complete list of all rented equipment, or equipment expected to be rented from an outside contractor for use in "Regulated Areas", "Work Areas", or "Containments", where the equipment may be exposed to elevated levels of airborne asbestos. If no equipment is to be rented a statement should be submitted stating no equipment will be used on the project. The statement should also include that if it becomes necessary to use rented equipment that written statements from each rental company will be provided to the Owner prior to its use, indicating the rental companies acknowledgment that the equipment is provided for and may be used in areas where airborne levels of asbestos may be present.

Submit non-emergency telephone numbers, other than 911, for the appropriate Police, Sheriff, and Fire Departments. This list of numbers shall also include the Name, pager or cell phone numbers of the on-site supervisor and his immediate company supervisor.

Submit detailed written directions from the project site to the medical facility to be used in case of an emergency. Also include a map which sufficiently shows the route to be taken from the site to the designated medical facility.

Submit written emergency procedures pertinent to the work to be performed and which can be implemented by site personnel if the need arises. If fall protection is planned for use, submit a rescue plan.

Submit detailed information on preparation of work area, personal protective equipment, employee experience, training and assigned responsibilities during the project. Also list decontamination procedures for personnel, work area and equipment, abatement methods and procedures, required air monitoring program, procedures for handling and disposing of waste materials and procedures for final decontamination and cleanup.

Submit a detailed work schedule. The schedule shall have, as a minimum, the work area and the day/month for beginning and terminating work in each work area. During progress of work, it shall be the Contractor's responsibility to keep the schedule current and up to date.

Submit documentation satisfactory to the Owner that the Contractor's employees, including foremen, supervisor, and any other company personnel or agents who may be exposed to airborne asbestos fibers or who may be responsible for any aspects of abatement activities, have received required US EPA AHERA training.

Submit documentation from physician that all employees or agents who may be exposed to airborne asbestos in excess of background levels have been provided with an opportunity to be medically monitored to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health effects. In addition, document that personnel have received medical monitoring as required by Cal/OSHA regulations. The Contractor must be aware of and provide information to the examining physician about unusual conditions in the workplace environment (e.g., high temperatures, humidity, chemical contaminants) that may impact on the employee's ability to perform work activities.

Submit documentation of respirator fit-testing for all Contractor employees and agents who must enter any work area where asbestos-containing materials may or will be impacted. This fit-testing shall be in accordance with qualitative procedures as required by OSHA regulations or be quantitative in nature. Documentation pertaining to NIOSH approvals for all respiratory protective devices utilized on site shall also

be included.

Submit copy of waste transporters Department of Toxic Substances Control, Hazardous Waste Transporter Registration if hazardous asbestos-containing waste is to be removed during the project. If hazardous asbestos-containing waste will not be generated submit the name, address, and registration information for the waste hauler to be used for transporting the waste.

Submit documentation listing the name and site address of the waste facility designated to receive asbestos-containing waste generated during this project. This documentation shall also include the EPA Identification number, and a copy of the current permit authorizing the waste facility to accept and dispose of asbestos-containing waste.

Submit Safety Data Sheets (SDS) for any and all applicable, materials, supplies, etc. These documents must be legible and completely reveal information required to be communicated to the Contractor's employees, visitors, and Owner Representatives.

Submit manufacturers' certifications that high efficiency particulate air (HEPA) vacuums, pressure differential units and other local exhaust ventilation equipment conform to ANSI Z9.2-79.

Submit name of laboratory/person to be used for Phase Contrast Microscopy (PCM) analysis and copy of current NVLAP Certificate of Accreditation (if applicable), and most recent NIOSH Proficiency Analytical Testing Program results.

Submit a written statement that OSHA monitoring will be performed for all asbestos-related activities performed during this project. This statement must be on company letterhead, dated, include name of the site or project being worked on, and signed by an authorized agent of the company performing the asbestos-related work.

Submit manufactures documentation pertaining to the capability of waste water filters to filter particles of 1.0 micron in size.

Part 3.3 - Submittals During the Work Process

Submit weekly - copies of work site entry/exit logs as well as information on worker and visitor access.

Submit weekly - copies of results of air sampling data collected during the course of the abatement including OSHA compliance air monitoring results.

Submit weekly - copies of air-differential manometer graphs and HEPA filter change logs. (see Section 13)

Submit weekly - copies of all transport manifests, trip tickets, weights and disposal receipts as applicable for all asbestos waste materials removed from the site during the abatement process.

Submit as applicable - copies of current insurance certificates, notifications, worker documentation, etc. if these items expire during the course of the project.

During abatement the Owner will upon request submit to the Contractor results of bulk material analyses and air sampling data collected during the course of the abatement. These serve only to monitor Contractor performance during the project.

Submit upon request during or after completion of the project, documentation deemed by the Owner to be pertinent to the project.

Part 3.4 - On-Site/Clean-Room Area Postings and Documentation

The following items shall be posted at the entrance to “Regulated Areas”, “Work Areas”, and “Containments”, or in the possession of the Contractor’s on-site supervisor where respiratory protection or protective clothing is required by this Specification.

A Cal/OSHA Information poster and a Cal/OSHA Construction Site poster.

A copy of the CAL-OSHA and the local AQMD/APCD or EPA NESHAP Notification (if applicable).

Non-emergency telephone numbers, other than 911, for the appropriate Police, Sheriff, and Fire Departments. This list of numbers shall also include the Name, pager or cell phone numbers of the on-site supervisor and his immediate company supervisor. Detailed written directions from the project site to the medical facility to be used in case of an emergency. Also a map which sufficiently shows the route to be taken from the site to the designated medical facility.

Written emergency procedures pertinent to the work to be performed and which can be implemented by site personnel if the need arises.

Written entry/exit procedures shall be posted in the clean room and equipment room. (See Section 12)

List of persons authorized to be in restricted area. The list shall include, among others, the following names with addresses and phone numbers:

Contractor	Air-sampling Professional	Asbestos Project Manager
Testing Laboratory	Owner's representatives	Any other designated by the Owner

Entry/exit log for work performed in all “Regulated Areas”, “Work Areas”, and “Containments” where respiratory protection or protective clothing is required by this Specification. Contractor shall maintain copies of all entry/exit logs on the site during the performance of asbestos-related work.

All of the Contractor's personnel and area air sampling results shall be posted in the clean room area or in the possession of the Contractor's site supervisor if no decontamination unit is required for the work being performed within 72 hours of collection, and submitted to Owner’s agent/site representative weekly unless otherwise noted.

Copies of Safety Data Sheets (SDS) for all materials on-site.

Part 3.5 - Job Site Documents

The following shall be in the possession of the Contractor's supervisor at each job site:

1. All contract specifications to include, change orders, etc. Contractor competent person must sign a document stating he has full knowledge of all Sections included in this specification.
2. Written Injury and Illness Prevention Program.
3. Written Respiratory Protection Program
4. An updated list of all contractor employees who have worked on this job.
5. List of all US EPA AHERA competent employees (supervisors).
6. Training records
7. Medical records
8. Respiratory fit test records

Part 3.6 - Project Close-out Documents

Contractor shall submit post-construction submittals to Owner/Owner's Representative within thirty (30) days of the completion of asbestos-related work. This documentation shall include at a minimum any and all applicable documents as outlined in Part 3.2 and Part 3.3 of this Section. In addition the Contractor should consult and submit as applicable documents identified in Section 24, Part 24.3 - Post Construction Submittal List

SECTION 4. SITE SECURITY

The work area is to be restricted to authorized, trained and protected personnel. A list of authorized personnel shall be established prior to job start and posted in the clean room of the work decontamination facility, or in the possession of the on-site supervisor for the Contractor.

Contractor shall report to the Owner immediately entry into the work area by unauthorized individuals.

A log book shall be maintained during the project. Anyone who enters the work areas must record name, affiliation, time in, and time out for each entry.

Access to all "Regulated Areas", "Work Areas", and "Containments" shall be through a designated entry point. All other means of access (doors, windows, hallways, etc.) shall be blocked or locked so as to prevent entry to or exit from these areas. The only exceptions for this rule are the waste pass out air-lock, and emergency exits in case of fire or accident.

Contractor should have control of site security during abatement operations whenever possible, in order to protect work efforts and equipment. During off-hours access to the abatement area shall be restricted by a lockable entry, wherever possible.

Contractor will have Owner's assistance in the enforcement of restricted access by Owner's employees.

Storage of debris will be such that access to it is limited to the Contractor. Lockable bins shall be utilized and they shall be locked at all times except when loading occurs. No soft covers will be allowed for any storage containers. When a container with rolling tops is being used all access points to the interior of the container must be secured by the Contractor with locks of sufficient strength to require special effort to gain access to the interior of the waste container.

SECTION 5. EMERGENCY PLANNING

Emergency planning and procedures shall be developed by the Contractor and shall include considerations of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, and heat related injury and agreed to by Contractor and Owner prior to abatement initiation. These emergency procedures shall be established and presented to all employees and the Owner prior to the beginning of any work. A written emergency plan shall be posted or in the possession of the on-site supervisor for the Contractor regardless of the work being performed.

A copy of the Contractor's written Injury and Illness Prevention Program shall be posted or in the possession of the on-site supervisor for the Contractor regardless of the work being performed.

Employees shall be trained in evacuation procedures in the event of workplace emergencies. Telephone numbers of all emergency response personnel shall either be in the possession of the on-site supervisor, or be prominently posted in the clean change area and equipment room, along with the locations of the nearest telephone indicated on a map or diagram.

At least two fire extinguishers shall be present on site and in close proximity to the work being performed regardless of the type of work being conducted. At least one fire extinguisher shall be present outside of any containment. Additional extinguishers shall be distributed according to Cal/OSHA requirements or as identified in this Specification.

During hot working conditions, such as in an attic space during summer, or in containments where live steam or hot water lines are exposed, special attention must be given to the possibility of heat stress and burns. The Owner's site representative may make recommendations for work breaks for employees, but the supervisor is ultimately responsible for his workers.

SECTION 6. PRE-CONSTRUCTION MEETING (See also Section 3)

A pre-construction meeting will be held at a time and location to be determined by the Owner. The successful Bidder, his on-site supervisory personnel, and Air Sampling Professional (if applicable), representatives of the Owner, Owner's Representative, and other individuals as necessary shall be present at this meeting.

At this meeting the Contractor shall provide all required submittals, as indicated above in Section 3, Part 3.2. The Contractor should use the Pre-Construction Submittal List provided in Section 24, Part 24.1 to assure all required submittals are included in his submittal package.

SECTION 7. MATERIALS AND EQUIPMENT

Part 7.1 - Contractor Equipment and Supplies

Deliver all consumable materials in the original packages, containers or bundles bearing the name of the manufacturer and brand name (where applicable). These must be approved by the Owner. Polyethylene (Poly) sheeting, of appropriate thicknesses for walls, floors, and ceilings, (4 mil's thick for walls, 10 mil's thick for lining of waste containers, 6 mil's thick for floors and all other uses), shall be provided in widths selected to minimize the frequency of joints.

All poly shall be flame-retardant regardless of its designated use inside or outside any building.

Poly sheeting utilized for worker decontamination enclosure shall be opaque white or black in color and each layer shall be a minimum of 6 mil thick. At least two layers shall be required. Modesty barriers are to be erected whenever and wherever the Owner's agent/site representative determines one is needed.

Disposal bags shall be constructed of 6 mil poly with labels required by OSHA, CDPH, Toxic Substance Control regulations. Disposal drums shall be metal or fiber board with locking ring tops to be used only if required and/or allowed by selected waste facility.

Stick-on labels as per CDPH and OSHA requirements for disposal drums shall be provided.

Warning signs as required by OSHA shall be provided and posted per regulations.

Surfactant (wetting agent) shall be a 50/50 mixture of polyoxyethylene ether and polyoxyethylene ester, or equivalent, mixed in a proportion of one (1) fluid ounce to five (5) gallons of water or as specified by manufacturer. If amosite asbestos is present in the materials being removed, the Contractor shall use a surfactant that is designed to wet amosite. This information shall be submitted to the Owner's agent/site

representative before the start of the project.

An adequate number of respirators for the work force shall be on hand. These respirators will include, when specified:

- a. Type "C" air-supplied respirators in positive pressure or pressure demand mode with full face pieces and HEPA-filtered disconnects.
- b. Powered-air respirators with HEPA-filters, full face piece.
- c. Half mask or full face respirators with HEPA filters.

All respirators shall be NIOSH-approved and be equipped with supplies for immediate replacement of defective parts.

Full body disposable protective clothing, including head, body, and foot coverings consisting of material impenetrable by asbestos fibers (Tyvek or equivalent) shall be provided to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.

Additional safety equipment (e.g., hard hats, eye protection, safety shoes, disposable PVC gloves), as necessary shall be provided to all workers and authorized visitors.

Non-skid footwear shall be provided to all abatement workers.

If launderable clothing is to be worn underneath disposable protective clothing, it shall be provided by the Contractor to all abatement workers. Laundering must occur in accordance with applicable OSHA requirements.

A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g., scrapers, wire cutters, brushes, utility knives, wire saws, etc.) shall be provided as needed.

Rubber dustpans and rubber squeegees shall be provided for cleanup.

A sufficient supply of HEPA-filtered vacuum systems shall be available.

The Owner's agent/site representative may require the use of additional equipment if he feels the number or amount of certain items or materials is not sufficient.

Vacuums and pressure differential units shall arrive on site sealed and free of debris. Pre-filters of all pressure differential units must be new and unused.

No product or material will be used on the project unless the product data sheets and all SDS's have been submitted, reviewed, and approved by the Owner for use. Any product or material found on the project which has a product data sheet and/or SDS available and has not been approved will be removed from the site by the Contractor until review and approval has been completed by the Owner.

Part 7.2 - Rental Equipment and Supplies

Any equipment rented and delivered to the site for the purpose of conducting asbestos abatement work must be accompanied with documentation verifying that the rental agency has been notified, and acknowledges receipt of notification that the equipment being rented will be used for asbestos abatement work. This documentation must be submitted to the Owner's agent/site representative prior to the equipment being delivered to the job site. Rental equipment, including scaffolding, will be held to the same standard of cleanliness as all other equipment on this project.

All rented equipment must be inspected and accepted by Owner's agent/site representative as it arrives onsite. Any equipment covered with dust (no matter the source of dust), plaster debris, multiple layers of encapsulant and/or spray glue, or any other debris will not be accepted. Delays caused by a lack of clean equipment will not extend Contractor's schedule. Equipment rejected due to a lack of cleanliness must be removed from Owner's grounds in order to be cleaned. Dirty equipment wrapped in plastic will not be acceptable.

The Owners' agent/site representative must be informed 24 hours prior to the delivery of any rental equipment.

The decision of the Owner or its representative on all rental equipment and supplies shall be final.

SECTION 8. WORK SITE FACILITIES

The Owner shall provide sanitary facilities for abatement personnel outside of the enclosed work area. To use these facilities all workers shall wear normal street clothes, not bathing suits or Tyveks.

The Owner shall provide water for construction purposes. Contractor shall connect to existing Owner system.

The Owner shall provide the electrical source.

The Owner or its representative shall specify the waste water discharge location and location of waste containers.

The Owner shall specify on-site parking areas, if available, and access to the site. Note that an underground tunnel surrounds the sediment basins. Trench plates or other protection must be used to move heavy equipment or vehicles over this area.

SECTION 9. RESPIRATORY PROTECTION

All respiratory protection shall be provided to workers in accordance with the submitted written respiratory protection program, which includes all items as required by OSHA. This program shall be posted in the clean room of the worker decontamination enclosure system or adjacent to the clean room.

The Contractor shall ensure that all workers entering the regulated area wear appropriate respiratory protection. Respiratory protection provided workers shall be in accordance with 8 CCR 1529, and 8 CCR 5144 and the respiratory protection program submitted by the Contractor. This program shall be available at the project site.

The Owner or their representative may deny access to a regulated area to anyone who, in the final judgement of the Owner or their representative, is not properly wearing adequate respiratory protection for the project conditions. This includes but is not limited to those wearing unidentified respirators, those with improperly sealed respirators, those wearing respirators in an improper manner such as over their protective suit hood, or in any other fashion judged by the Owner or their representative to be improper or inadequate to protect the individual from the airborne asbestos at the project site.

The Contractor shall provide each worker needing respiratory protection with his or her own, individually identified, NIOSH-approved respirator. At a minimum, these respirators will be equipped with a P-100 series HEPA filter. The Contractor shall provide additional filter types if that becomes necessary for specific hazards discovered on the job site or if required in the contract documents.

The Contractor shall ensure that all workers use the respirator in compliance with the manufacturer's instructions for proper use and care of that product.

Workers must perform positive and negative respirator seal checks each time a respirator is put on, provided the respirator design so permits.

The Contractor shall ensure that those workers wearing powered air purifying respirators test the air flow rate according to the frequency and methods specified by the manufacturer.

Workers shall be given, at least, a qualitative fit test in accordance with procedures detailed in the Cal/OSHA requirements for all respirators to be used on this abatement project. An appropriately administered quantitative fit test may be substituted for the qualitative fit test.

The Contractor shall ensure and provide written records to the Owner's agent/site representative that all workers wearing tight-fitting respirators have been appropriately fit tested in accordance with the requirements of 8 CCR 5144.

The Contractor shall ensure that nothing interferes with the seal of the respirator to the face of the worker. This includes but is not limited to facial hair, clothing, protective clothing, equipment or anything else that comes between the respirator and the face of the worker.

Use of any respirator must be in compliance with the manufacturer's instructions for proper use and care of that product.

The Contractor shall ensure that workers wear respirators underneath protective clothing.

Workers conducts any work that may create an airborne release of asbestos must wear appropriate respiratory protection. This includes, but is not limited to the pre-cleaning of asbestos contamination off of furniture, equipment and floors, and the set-up of contaminated work areas.

The judgement of the Owner's agent/site representative shall be final if there is a disagreement between the Owner and the Contractor regarding the need for wearing or the type of personal protection required.

In no event will a negative exposure assessment be allowed to lower respiratory protection, from that listed in the Scope of Work or required by regulation in the absence of an NEA, prior to the start of a project. Air samples used for negative exposure assessments created after the project has started must be from work conducted under this contract.

Minimum Respiratory Protection for OSHA Class I Work

Unless specified differently in the contract documents, the Contractor's employees conducts Class I work will wear tight-fitting, full-face powered-air purifying respirators for all Class I work that will take more than one hour to complete. They must wear a minimum of a half-face negative air-purifying respirator for Class I work lasting less than one hour. Contract documents may require additional respiratory protection, such as the use of supplied air respirator systems if, in the opinion of the Owner's agent/site representative, the airborne asbestos levels are expected to exceed one fiber per cubic centimeter of air (1 f/cc).

After work has begun, if the Contractor wishes to lower respiratory protection requirements, such as for glove bag or other work, he or she must demonstrate to the Owner's agent/site representative that personal air sampling results from that project prove that airborne fibers levels are below the Cal/OSHA Permissible Exposure Limit. The Owner's agent/site representative will normally require sampling results used for this purpose to include several days of sampling taken during the work expected to generate the highest airborne levels. The Owner's agent/site representative will have final authority regarding whether or not the respiratory protection may be reduced below the need for powered-air purifying respirators.

Unless stated otherwise in the contract documents, for the purposes of respiratory protection, Class I work will include the removal of materials such as gypsum board surfaces that are covered with a texturing or skim coat material that contains over one percent asbestos.

Minimum Respiratory Protection for Class II and III Work Practices

Unless specified differently in the contract documents, the Contractor's employees conducts Class II or III work will wear a minimum of half-face, air-purifying respirators. Contract documents may require additional respiratory protection, such as the use of full face air-purifying respirators or powered-air-purifying respirators.

After work has begun, if a Contractor wishes to lower respiratory protection requirements, he or she must demonstrate to the Owner's agent/site representative that personal air sampling results from that project prove that airborne fibers levels are below the limit of quantification for the phase contrast microscopy method. The Owner's agent/site representative will normally require sampling results used for this purpose to include several days of sampling taken during the work expected to generate the highest expected airborne levels. The Owner's agent/site representative will have final authority regarding whether or not the respiratory protection may be reduced or eliminated. For example, the Owner's agent/site representative may require personal samples be analyzed by TEM before determining that asbestos does not pose an airborne health risk.

Respiratory Protection for All Work Classes and Unclassified Work

Respiratory protection will always be required if thermal system or surfacing materials are disturbed or if any asbestos-containing materials will not be removed substantially intact.

The Owner's agent/site representative has full authority to raise the level of respiratory protection required for access to the regulated area if in his or her judgement additional respiratory protection is required. For example, if personal air sample results collected by either the Contractor or Owner's agent/site representative indicate higher than expected levels, the Owner's agent/site representative is authorized to increase the level of required respiratory protection. The Owner's agent/site representative will determine if the increased respiratory protection is due to new, unexpected developments such as the discovery of new materials, or if the increase is due to the Contractor failing to follow good work practices. The judgement on this matter by the Owner's agent/site representative will be final.

The Owner is not responsible for increased costs or delays resulting from the need to increase respiratory protection should the reason for the increased respiratory protection be due to the Contractor's failure to adequately utilize wet work methods and/or the prompt cleanup of debris.

The Contractor may only implement respiratory protection changes after receiving written approval for the change from the Owner's agent/site representative.

Waste transport and disposal personnel must wear at least half-face, air-purifying respirators when handling intact sealed bags. Powered-air purifying respirators must be worn if waste containers spill, break, or in any other fashion require a Class I work cleanup be performed.

The Contractor shall comply with the respiratory protection requirements listed in 8 CCR 1529 until that date that 8 CCR 5144 includes assigned protection factors for all respirators. The following list of respirators and their assigned "protection factors" shall be the criteria for the selection of respiratory protection.

<u>Respirator Selection</u>	<u>Protection Factor</u>
Half-face or full-face air purifying respirator equipped with HEPA filter.	10
Full-face air purifying respirator equipped with HEPA filter with quantitative fit test.	50
Full-face Type C continuous flow supplied air.	1000

<u>Respirator Selection</u>	<u>Protection Factor</u>
Half-face or full-face, powered air purifying respirator equipped with HEPA filter.	1000
Full-face supplied air respirator operated in pressure demand mode.	1000
Full-face supplied air respirator operated in pressure demand mode, equipped with an auxiliary positive pressure self-contained breathing apparatus.	1000

Workers shall be provided, as a minimum, with personally issued and marked respirators equipped with HEPA filters approved by NIOSH to be worn in the designated work area and/or whenever a potential exposure to asbestos exists. Owner or its representative may refuse entry to the work area to a worker with an unidentified respirator.

Sufficient filters shall be provided for replacement as required by the workers or applicable regulations. Disposable respirators shall not be used.

No worker shall be exposed to levels greater than 0.01 f/cc as determined by the protection factor of the respirator worn and the work area fiber levels.

Whenever type C respirator protection is used, compressed air systems shall be designed to provide air volumes and pressures to accommodate respirator manufacturer specifications. The compressed air system shall have a reservoir of adequate capacity to allow the escape of all respirator wearers from contaminated areas in the event of compressor failure.

Compressors must meet the requirements of 29 CFR 1910.134(d).

Location of compressors must be approved by Owner for exhaust and noise considerations.

Compressors must have an in-line carbon monoxide monitor and periodic inspection of carbon monoxide monitors must be documented. Documentation of adequacy of compressed air systems/respiratory protection systems must be retained on site. This documentation will include a list of compatible components with the maximum number and type of respirators that may be used with the system. Periodic testing of compressed air shall insure that systems provide air of sufficient quality (Grade D breathing air). Documentation of this testing, including a description of the process used to perform the test and results of each test must be submitted to the Owner’s agent/site representative weekly.

Location of compressors must be approved by Owner for exhaust and noise considerations.

Whenever powered air-purifying respirator protection is used, a sufficient supply of replacement batteries and HEPA filter cartridges shall be provided to the workers. At least one spare fully charged battery must be available on-site for each PAPR in use. The flow rate delivered to the face piece shall be checked and recorded by the Contractor on the sheet provided by the Owner’s agent/site representative each time a worker dons the respirator. Written respiratory protection program must detail how this testing is to be performed by each employee or the onsite supervisor. The Contractor shall ensure that the flow rate for PAPRs meets the requirements listed in 8 CCR 1544 regarding tight and loose fitting respirators as appropriate. The Contractors shall also ensure that PAPRs are worn, checked and maintained according to the directions of the manufacturer.

The Contractor shall comply with OSHA CFR 1926.110(h) (Respiratory Protection) and Cal/OSHA Title 8 5144. The following list of respirators and their associated "protection factors" shall be the criteria for the selection of respiratory protection.

Sufficient filters shall be provided for replacement as required by the workers or applicable regulations. Disposable respirators shall not be used.

No worker shall be exposed to levels greater than 0.01 f/cc as determined by the protection factor of the respirator worn and the work area fiber levels.

During encapsulation operations or usage of other organic base aerosols (e.g. spray glue, expanding foam, etc.) workers shall be provided with combination organic vapor/HEPA filter respirator cartridges.

During application of spray-poly, appropriate NIOSH approved respirators shall be worn.

SECTION 10. PERSONNEL PROTECTION REQUIREMENT AND TRAINING

Prior to commencement of abatement activities all personnel who will be required to enter the work area or handle containerized asbestos containing materials must have received adequate training in accordance with the OSHA, EPA AHERA and NESHAP regulations.

Special on-site training on equipment and procedures unique to this job site shall be performed by the Contractor as required by law or recommended by the equipment manufacturer.

The Contractor shall provide training in emergency response and evacuation procedures.

See Section 8 for respiratory protection requirements.

Disposable clothing, including head, foot and full body protection, shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors. Damaged coveralls shall be immediately repaired or replaced.

Hard hats, protective eye-wear, proper protective gloves, rubber boots and/or other footwear shall be provided by the Contractor as required for workers and authorized visitors. Safety shoes may be required for some activities.

Contractor personnel shall not wear street clothes or clothes of any type underneath the protective disposable clothing. Upon exiting the work area, no items worn in the work area, such as clothing, personal protective gear, footwear, or hair coverings will be allowed to be worn into the regulated area. Contractor worker(s) have the option of wearing disposable undergarments underneath protective clothing.

Each time the worker(s) enter the work area they will don new disposable clothing and undergarments. Street clothes (including underwear and shoes) shall not be allowed inside the work area, except during visual clearance activities.

The Owner's agent/site representative may use personal judgement to allow authorized personal to wear street clothes under protective clothing during the construction of final visual or other short-duration visits into the regulated area during times which asbestos is not being disturbed and gross debris is not present.

SECTION 11. NOT USED

SECTION 12. WORKPLACE ENTRY AND EXIT PROCEDURES

All workers and authorized personnel shall enter the work area through the worker decontamination zone.

All personnel who enter the work area must sign the entry log. This log shall have space for the workers

name, social security number, time in, time out, and be identified with the project name, date, and containment location.

All personnel, before entering the work area, shall read and be familiar with all posted regulations, personal protection requirements (including workplace entry and exit procedures) and emergency procedures. A sign-off sheet shall be used to acknowledge that these have been reviewed and understood by all personnel prior to entry.

Before leaving the work area all personnel shall remove gross contamination from the outside of respirators and protective clothing by brushing and/or wet-wiping procedures. (Small HEPA vacuums with brush attachments may be utilized for this purpose.) Each person shall clean bottoms of protective footwear in the walk-off pan.

SECTION 13. DIFFERENTIAL AIR PRESSURE SYSTEMS (See also Section 14)

Part 13.1 - Not Used

Part 13.2 - DOP (or equivalent) Testing

Contractor shall provide differential air pressure systems for each work area in accordance with Appendix J of EPA "Guidance for Controlling Asbestos-Containing Materials in Buildings," EPA 560/5-85-024.

All HEPA filtered systems used on this project shall be tested and certified by an independent company, approved in advance by Owner's agent/site representative, on-site and prior to use. All vacuums and pressure differential units shall meet ANSI Z9.2, using an appropriate testing agent. Documentation of these tests shall be provided to the Owner's agent/site representative prior to the use of any HEPA system.

DOP, or equivalent, testing must be conducted on-site, unless stated otherwise in the Scope of Work. All HEPA filtered units, including but not limited to, vacuums, air pressure differential units, and make-up air filters must be tested onsite. Testing of air pressure differential units must include testing of the wheel attachments, control panel, and seam and rivets of the housing, as well as the HEPA filter itself. A unit which passes DOP testing across the filter, but which fails testing for any component of the housing may be certified as an "Exterior of Containment HEPA Filtered Unit" only.

All HEPA equipped equipment to be used on the project must be delivered to the site empty of all debris, clean and free of dust, and in full operating condition. Covering dirty units with poly, other than the HEPA filter surface, will not be acceptable.

DOP or equivalent testing must be conducted by an independent testing company approved in advance by Owner's agent/site representative. Contractors may not test their own equipment.

DOP or equivalent testing is required when any HEPA filters are changed.

All HEPA filtered machines, including but not limited to vacuums and negative pressure differential machines, shall be utilized in the manner in which they were DOP tested.

Any negative pressure unit turned upside down, or on its side, must be returned to an upright position and re-DOP tested. Negative pressure units shall not be used on this project while laid on their side or upside down.

In case of a power outage, Contractor must seal exhaust ducts against back draft into containment.

All negative air units will have the filter sealed with poly and tape before being shutdown to prevent back drafting.

Part 13.3 - Not Used

Part 13.4 - Not Used

SECTION 14. EXECUTION, WORK SCHEDULE

Part 14.1 - Execution

Contractor and Owner's agent/site representative shall investigate the work area and agree (in writing, if necessary) on the pre-abatement condition of the work area.

Contractor shall post danger signs meeting the OSHA specifications at locations and approaches to locations where airborne concentrations of asbestos may exceed ambient background levels.

When electrical supply within area of abatement poses a hazard, Contractor, in conjunction with the Owner, shall shut down and lock out electric power to all work areas. Contractor shall provide temporary power and lighting sources, ensure safe installation (including ground faulting) of temporary power sources and equipment by complying with all applicable electrical code requirements and OSHA requirements for temporary electrical systems. Contractor shall have a licensed electrician shut down and lock out electric power, and setup temporary power and lighting sources. All cost of electricity shall be paid for by the Owner unless specified differently in the Scope of Work. Cost for set-up of temporary power is the responsibility of the abatement contractor unless specified differently in the Scope of Work.

When plumbing is required to be altered or becomes damaged, Contractor shall have a licensed plumber disconnect and cap all water as necessary within the work area. Water shall be provided by the Owner from a location near the work area, but not necessarily within the work area.

Shut down and lock out all heating, ventilating and air-conditioning-system (HVAC) components that are in, supply, or pass through the work area. Seal all intake and exhaust vents in the work area with tape and 6-mil polyethylene on the exterior of the building. Also seal any seams in system components that pass through the work area.

Pre-clean all surfaces in all work areas using HEPA filtered vacuums and/or wet cleaning methods as appropriate and deemed necessary by the Owner's agent/site representative. Do not disturb asbestos-containing materials during the pre-cleaning phase.

Contractor shall seal all windows, doorways, elevator openings, corridor entrances, drains, ducts, grills, grates, diffusers, skylights and other openings located within the work area. These openings must be sealed with 6-mil polyethylene sheeting and tape. These protective layers shall be in addition to the two polyethylene layers on floors, ceilings and walls. Seal all cracks in these areas with tape, caulk, or foam prior to sealing critical barriers.

All items attached to asbestos-containing materials and items which cannot be removed without disturbing asbestos-containing materials shall be removed by the Contractor after establishment of the regulated area. If any of these items are to be "saved and returned" or "reused" by the Owner, the Contractor must remove and clean them without damage. These items must be cataloged by the contractor.

Contractor shall obtain written visual clearance from Owner's agent/site representative prior to the start of abatement.

Contractor is not responsible for normal tape damage due to tape requirements for containment set-up, unless specifically mentioned in the Scope of Work. Contractor is responsible for excessive tape damage and damage from spray glue application, staples, nails, hooks, etc. installed.

All HEPA systems used on this project shall be tested and certified onsite by an independent company prior to use. (See section 12)

Contractor shall clearly identify and maintain emergency and fire exits from the work area.

Work shall not begin each day until:

- a. All pre-abatement submissions, notifications, postings and permits have been provided and are satisfactory to the Owner or its representative.
- b. All equipment for abatement, clean-up and disposal is on hand.
- c. All worker training (and AHERA certification) is completed and documented.
- d. All pressure-differential units and vacuums have received and passed onsite DOP testing.
- e. Contractor has at least one competent person at each site in which work is taking place.
- f. All necessary documents and information have been posted or are on the work site.
See Section 2.

Part 14.2 - Power Outage Procedures

Contractors will be given credit against liquidated damages for all actual down time plus two hours for shut down procedures, decontamination procedures and start up, (total of 6 hours) unless power outage is attributable to abatement contractor actions.

If a generator is required in the specifications, made necessary due to extended power outages, or chosen to be used by the abatement contractor the following issues must be addressed:

1. Generator must not violate any local noise ordinances nor disturb adjacent building occupants.
2. Generator exhaust must not be allowed to contaminate the makeup air being pulled into the containment. It must, also, not be allowed to mix with HVAC air supplied to adjacent occupied buildings.

Part 14.3 - Work Schedule

Contractor shall schedule work as required to meet the needs of the project. During progress of work, it shall be the Contractor's responsibility to inform the Owner's agent/site representative 48 hours or earlier of any and all work shifts to be performed. If at least 48 hours notice is not given, the proposed work shift may be canceled by the Owner's agent/site representative.

Contractor shall be responsible for informing the Owner's agent/site representative in writing at least 48 hours or earlier prior to the proposed addition of any off hours work, work expected to include more than one shift per day, or extend beyond 10 hours in a shift. If 48 hours notice is not given, work shift may be canceled by the Owner's agent/site representative. The Owner's agent/site representative reserves the right to deny any changes in the work schedule.

If the Contractor wishes to work on a Federal or State holiday, more than five days a week, or more than 9 hours a day, Contractor becomes responsible for cost of project management fees to cover extended hours. If Contractor fails to appear on-site without notifying Owner's agent/site representative at least 24 hours in advance of a scheduled work shift, the Contractor becomes responsible for all Owner's agent/site representative travel fees, on-site time fees, and other associated project management fees for that day.

At no time shall a work shift extend beyond 12 hours in a day.

SECTION 15. REMOVAL PROCEDURES

Wet all asbestos-containing material with an amended water solution using equipment capable of providing a fine spray mist, in order to reduce airborne-fiber concentrations when the material is disturbed. Saturate the material; however, do not allow excessive water to accumulate in the work area. Keep all removed material wet enough to prevent fiber release until it can be containerized for disposal. Maintain high humidity in the work area by misting or spraying to assist in fiber settling and reduce airborne concentrations. Wetting procedures are not equally effective on all types of asbestos-containing materials but shall none-the-less be used in all cases.

Saturated asbestos-containing material (ACM) shall be removed in manageable sections. Removed material should be containerized immediately. Surrounding areas shall be periodically sprayed and maintained in a wet condition until visible material is cleaned up. Gross debris shall be cleaned up and bagged immediately.

Material shall not be dropped or thrown to the ground. Material should be removed as intact sections or components whenever possible and carefully lowered.

Containers (6 mil poly bags, drum or bins) shall be sealed when full. Double bagging/wrapping of waste material is necessary. Containers shall not be overfilled. They should be securely sealed to prevent accidental opening and leakage. Do not seal bags with wire or cord.

Asbestos-containing waste with sharp-edged components (e.g., nails, screws, metal lath, tin sheeting) will tear the polyethylene and shall be placed into drums or burlap bags and then poly bags (at least 6 mil's thick) for disposal.

After completion of all stripping work, surfaces from which asbestos-containing materials have been removed shall be wet-brushed and sponged or cleaned by some equivalent method to remove all visible residue.

SECTION 16. WASTE CONTAINER PASS-OUT PROCEDURES

Asbestos-contaminated waste that has been containerized shall be transported out of the work area through an approved pass-out arrangement.

SECTION 17. CLEAN-UP PROCEDURE**Part 17.1 - Clean-up Procedure**

Remove and containerize all visible accumulations of asbestos-containing material and asbestos-contaminated debris.

Wet-clean all surfaces in the work area using rags, mops and sponges as appropriate. (Note: Some HEPA vacuums might not be wet-dry vacuums.) To pick up excess water and gross wet debris, a wet-dry shop vacuum with HEPA filter may be used.

Airless sprayers and water hoses shall not be used in a "power washing" fashion on any surfaces.

Remove all containerized waste from the work area.

Decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence.

Contractor shall clean work area and conduct pre-clearance visual. Once pre-visual has been passed by Contractor, Contractor shall return and re-clean by HEPA-vacuuming and/or wet-cleaning all objects and surfaces in the work area again. At this point Owner's agent/site representative will conduct the final visual.

If final visual fails, Contractor must re-clean area until final visual passes.

Part 17.2 - Visual Clearance Criteria

The **Contractor** shall perform a pre-final visual of the removal area and adjacent surfaces prior to requesting that the Owner's representative conduct a final visual inspection. The pre-final visual performed by the Contractor shall verify that all materials have been completely removed from the work area, and that the work area meets the requirements specified in Section 17.

Upon completion of the pre-final visual inspection by the Contractor a final visual of the work area will be performed by the Owner's representative. The Owner's agent/site representative will determine the clearance criteria for the project. At a minimum, no three dimensional debris shall be left within the work area; all poly shall be wet wiped so that no visible dust or debris is left; the decontamination area shall be clean of all debris; the waste transfer area shall be clean of all debris; all equipment and supplies shall be clean of all debris.

Additional cleaning cycles shall be provided by the Contractor, as necessary, at no cost to the Owner until the specified clean criteria have been met.

Owner's agent/site representative has final say on whether or not an area meets these requirements.

Final visual will be conducted by at least one Owner's agent/site representative. Owner's agent/site representative may supply additional personnel for inspection in order both to speed the inspection and to more thoroughly inspect.

Owner, Contractor and Owner's agent/site representative shall jointly review the work area and make a damage assessment, after clearance has passed and regulated barriers have been removed.

SECTION 18. NOT USED

SECTION 19. MONITORING

Owner reserves the right to perform air and performance monitoring at any time.

Contractor shall provide personal air monitoring in accord with OSHA regulations. Results shall be made available to the Owner's agent/site representative within 72 hours of collection. Hard copies of these results shall be supplied to the Owner's agent/site representative within 7 days of collection. Failure to supply these sample results in specified time may cause work to be stopped until all delinquent results have been submitted. Loss of Contractor work time because of non compliance with the provisions of this paragraph will not extend the date for work completion.

Owner's agent/site representative may take air samples prior to, during, and after the project. Work shall not be considered complete until all air sampling has been completed and satisfactory levels have been obtained. "Satisfactory levels" shall be those established by AHERA, unless more stringent requirements have been identified in any other section of this Specification.

In areas where soil contamination may be present, soil samples must meet specified criteria in any other section of this Specification prior to clearance air samples collection.

Owner, or Owner's agent/site representative, shall be authorized to issue a STOP WORK order whenever Contractor's work or protective measures are not in accord with published regulations or contract specifications.

SECTION 20. DISPOSAL PROCEDURES**Part 20.1 - Disposal Procedures**

Waste transport and disposal personnel must wear at least half mask HEPA-cartridge type respirators when handling intact sealed bags. If any bags are broken or if visual debris is observed, powered air respirators (HEPA-filtered) must be worn.

Disposal bags shall be of 6 mil poly, pre-printed with labels as required by CDPH, Toxic Substance Control regulations.

Disposal drums shall be metal or fiber board with locking ring tops to be used only if required and/or allowed by selected dump site.

Stick-on labels as per OSHA and Cal/EPA requirements for disposal containers shall be provided. All containers shall be labeled in accordance with Cal/EPA regulations.

As the work progresses, to prevent exceeding available storage capacity on site, sealed and labeled containers of asbestos-containing waste shall be removed and transported to the prearranged disposal location.

Disposal must occur at an authorized site in accordance with regulatory requirements of NESHAP and applicable State and Local guidelines and regulations, including the California State Department of Health Services, Toxic Substances Control Division.

Transport vehicles shall be marked with the sign prescribed by OSHA during loading and unloading to warn people of the presence of asbestos.

All dump receipts, trip tickets, waste manifests, NESHAP Waste Shipment Record (WSR) and other documentation of disposal shall be delivered to the Owner, for its records. The WSR is not required if the cubic yards of asbestos-containing waste is indicated on the Waste Manifest. The manifest should be signed by the Owner, the hauler, and the Disposal Site Operator as the responsibility for the material changes hands. If a second hauler is employed, his name, address, telephone number and signature should also appear on the form.

The WSR, if used, shall be signed by the Owner or its agent and the disposal site operator.

Part 20.2 - Transportation to the Landfill

Once drums, bags and wrapped components have been removed from the work area, they shall be loaded into an enclosed (solid walls, ceiling and floor) truck or waste container, which has been lined with 6 mil poly sheeting (walls and floor).

When moving containers, utilize hand trucks, carts and proper lifting techniques to avoid back injuries. Trucks with lift gates are helpful for raising drums during truck loading.

Personnel loading asbestos-containing waste shall be protected by disposable clothing including head, body and foot protection and, at a minimum, half-face, air-purifying, dual cartridge respirators equipped with high-efficiency filters. Any debris or residue observed on containers or surfaces outside of the work area resulting from clean-up or disposal activities shall be immediately cleaned up using HEPA filtered vacuum equipment and/or wet methods as appropriate.

No waste containers shall be on site which contain other hazardous waste, or hazardous waste from any other source or job site. Waste from multiple sites of the Owner within the same waste container is acceptable; however, it must be manifested separately.

If Contractor is storing waste from various sites of one owner, all transportation vehicles shall be covered by the same regulations as the waste container or truck being used to haul the waste to the dump. If equipment or supplies are to be left in vehicles during hauling of waste to waste container or truck, waste and equipment/supplies must be separated by a solid (wood or metal) barrier which has been sealed as a critical barrier. A poly wall barrier is not sufficient.

Waste container, truck, or storage bin must be locked at all times except when being filled.

It is the Contractor's responsibility to see that all waste containers, trucks, and storage bins arrive on site completely free from debris.

The contractor shall provide a weight receipt that identifies the **net** weight of the material being discarded.

Part 20.3 - Disposal at the Landfill

Upon reaching the landfill, trucks are to approach the dump location as closely as possible for unloading of the asbestos-containing waste.

Bags, drums and components shall be inspected as they are off-loaded at the disposal site. Material in damaged containers shall be re-packed in empty drums or bags as necessary. (Local requirements may not allow the disposal of asbestos waste in drums. Check with appropriate agency and institute appropriate alternative procedures.)

Waste containers shall be placed on the ground at the disposal site, not pushed or thrown out of the trucks (weight of wet material could rupture containers).

Personnel off-loading containers at the disposal site shall wear protective equipment consisting of disposable head, body and foot protection and, at a minimum, half-face, air-purifying, dual cartridge respirators equipped with high-efficiency filters.

Following the removal of all containerized waste, the truck cargo area shall be decontaminated using HEPA vacuums and/or wet methods to meet the no visible residue criteria. Poly sheeting shall be removed and discarded, along with contaminated cleaning materials and protective clothing, in bags or drums at the disposal site.

SECTION 21. PATENTS AND PREVAILING WAGES

Part 21.1 - Patents

Contractor shall pay all royalties and license fees required for the performance of the work. Contractor shall defend suits or claims resulting from Contractor's or any Sub-contractor's infringement of patent rights and shall indemnify Owner and Owner's representative from losses on account thereof.

Part 21.2 - Prevailing Wage Requirements

The asbestos abatement contractor is fully and totally responsible at all times for compliance with payment of prevailing wage rates pursuant to provisions of the California Labor Code, for compliance with Division 2, Part 7, Chapter 1, California Labor Code, including but not limited to Section 1776; and for compliance with California Labor Code, Section 1777.5 for all apprentice able occupations.

SECTION 22. PERMITS AND FEES

If any permits are required to be issued for any of the Work to be performed by Contractor, Sub-contractor(s) or Sub-subcontractor(s) as part of the Project, it shall be the sole responsibility of the Contractor to expeditiously obtain all such permits and any costs incurred by the Contractor in obtaining such Permits shall be included within the Contract Price.

SECTION 23. SPECIFIC PROCEDURES AND REQUIREMENTS

NOTE: All Specific Procedures and Requirements listed in Section 20 shall be reviewed by the Contractor along with the Scope of Work issued for the project. If any perceived conflicts are present between the Scope of Work and these specifications or within the General Requirements specification itself, the Contractor shall ask for a written interpretation from the Owner's agent/site representative prior to submission of his bid. If conflicts in the "Scope of Work" and this specification or with the General Requirements specification itself are discovered after the start of abatement, the more stringent specification and/or requirements will be enforced. The Owner's agent/site representative shall make the determination as to what which requirements and/or specifications are more stringent.

Part 23.1 - Not Used**Part 23.2 - Not Used****Part 23.3 - Mini-Cube Enclosure Requirements**

1. For the purposes of these specifications, "mini-cube enclosure", "enclosure", "mini-enclosure", and "mini-cube" are all used interchangeably and mean the same. The mini-cube enclosure is required to be constructed whenever small sections of walls, ceilings, or pipe insulation are to be removed for electrical, plumbing, mechanical, etc., work. The purpose is to create an enclosed and controlled work environment while removing asbestos or accessing an attic space which is contaminated.
2. Enclosure walls and floors must be constructed of at least two layers of fire-rated 6 mil poly sheeting. No visible holes, cracks, penetrations, etc. shall be within this enclosure. The upright frame shall be adjustable in order to butt the top of the enclosure to the wall or ceiling area. A single drop layer of 6 mil poly sheeting shall be put down and removed daily at the end of the work shift. For work involving removal of TSI by glove bag technique, only one layer of 6 mil poly sheeting is required for construction of the mini-enclosure.
3. At least two chambers shall be present, separated by flapped poly sheeting doors. The first chamber upon entrance will be called the "clean" chamber, while the second chamber will be called the "dirty" chamber.
4. Since the top of the enclosure must be open in the chamber where ceiling access will take place, special care must be taken prior to moving the enclosure. If the mini-enclosure is designed to be portable, the enclosure must be sealed at the top prior to being moved to the next location. This may be achieved by temporarily sealing the top with poly and tape from the inside.
5. For access to an attic space, position the enclosure at the location to be worked. The enclosure must be butted up to the ceiling surface to form a semi-seal between the top of the enclosure and the ceiling. The enclosure can then be completely sealed to the ceiling, using tape. After a seal has been established, access into the ceiling can then proceed.
6. A HEPA vacuum shall be used to establish "negative pressure" or airflow into the enclosure. This shall be verified by using ventilation smoke tubes.

7. The following equipment and materials, at a minimum, must be present inside the mini-enclosure "dirty" chamber:
 - 6 mil poly bag with clean rags for cleaning.
 - Amended water in a Hudson-like sprayer for the rags.
 - Empty bag for disposal of items.
 - Flashlights or drop light as appropriate.
 - Daily change of 6 mil poly sheeting drop layer.
 - Other tools needed to perform task.

8. The following equipment and materials, at a minimum, must be present inside of the mini-enclosure "clean" chamber:
 - Clean potable water in a Hudson-like sprayer which is labeled "Clean Potable Water Only". A new container must be designed for potable water only. No container used previously to hold liquids will be allowed. No open containers will be allowed.
 - Clean disposable shower or hand towels for drying hands, arms, and face.
 - 6 mil poly bag for disposal of towels and other items.
 - Any other tools the Contractor requires, such as tape, screwdrivers, etc.

9. The outside of the poly-flapped entry to the mini-cube must be posted with OSHA required warning signs.

10. Clean disposable coveralls must be worn entering the mini-enclosure, and must be removed prior to leaving the mini-enclosure. Depending upon the work being performed, the Contractor may choose to "double suit" in disposable coveralls. All workers shall use the Clean Room and its supplies for personal hygiene prior to exiting the enclosure.

11. For work involving removal of more than 6 linear feet of TSI, or greater than 10 square feet of surfacing material (regardless of method to be used), a shower must be attached to the mini-cube enclosure and be contiguous with the work environment, and comply with all other requirements in related sections of this Specification.

12. If there is removal of greater than 3 linear feet of TSI, or greater than 3 square feet of surfacing material (regardless of the method used), the enclosure must remain in place until a final visual is passed, and clearance air samples are collected by Owner's agent/site representative. Where work involves less than these quantities, only a final visual inspection by Owner's agent/site representative will be required prior to removal of the mini-enclosure.

Part 23.4 - Not Used

Part 23.5 - Not Used

Part 23.6 - Not Used

Part 23.7 - Not Used

Part 23.8 - Not Used

Part 23.9 - Impact to and Removal of Transite Pipe, Shingle, or Sheeting Materials

Where transite pipe, shingles, or sheeting is to be impacted or removed the following procedures shall be performed:

1. All requirements of Cal/OSHA Section 1529 and US EPA AHERA regulations apply, and shall be followed, as well as, other applicable Federal, State, and local regulations as they pertain to training, work practices, air monitoring, waste disposal, etc.
2. Personal air monitoring shall be performed in accordance with Cal/OSHA Section 1529
3. Establishment of a work area restricting access to those personnel involved in the work, and posting of the work area is required.
4. An appropriately sized drop cloth of 6-10 mil poly sheeting sufficient in size to contain any debris generated during the removal shall be placed directly under the area to be worked to collect any fallen debris generated during the work.
5. Half-masks and disposable suits (at a minimum) shall be used during this work.
6. A HEPA vacuum must be in the immediate area ready for use.
7. Where the pipe must be cut the contractor may use any method applicable to performing the work. Any use of hand or mechanical saws, or other method which will produce dust and will require the use of the HEPA vacuum and engineering controls which will collect any and all dust generated during the sawing process.
8. The Contractor shall apply a sufficient amount of amended water to all pipe surfaces to be impacted during the work to keep them adequately wet.
9. All of the Contractor's materials, including poly sheeting, tools, etc. shall be properly decontaminated of visible dust and pipe debris utilizing wet cleaning methods and HEPA vacuuming prior to being removed at the completion of the work performed. Disposable materials must be properly disposed.
10. Transite waste generated may be disposed as non-hazardous asbestos waste, in a landfill permitted to accept non-friable, non-hazardous asbestos material. If the transite material is currently friable, or becomes friable during its removal, it shall be disposed of in a landfill permitted to accept friable asbestos waste.

It is acceptable to dispose of non-friable transite waste after placing it into two 6 mil thick polyethylene bags properly sealed and marked to meet current OSHA requirements.
11. The Contractor is required to provide to Owner's Agent a copy of the "trip ticket" indicating the actual weight of waste material and the landfill accepting the waste.

Part 23.10- Not Used

Part 23.11 - Not Used

Part 23.12 - Not Used

Part 23.13 - Not Used

Part 23.14 - Not Used

Part 23.15 - Not Used

Part 23.16 - Not Used

Part 23.17 - Not Used

SECTION 24. ASBESTOS SPECIFICATIONS/PROCEDURES

Part 24.1 - Contacts

Bill Miller
Senior Engineer
City of Sacramento
Department of Utilities
1395 35th Avenue
Sacramento, CA 95822-2911
(916) 808-1705

Part 24.2 - Removal Locations

Refer to architectural drawings for this site identifying the buildings and work included in the project and scope of work outline. The General Contractor and his Sub-contractor are responsible for estimating the amount of asbestos-containing materials to be impacted as revealed on the mandatory bidwalk, and provided in the project specifications and architectural drawings. The drawings will also provide the Contractor with locations where work is to be performed to allow computation of the quantities of materials to be impacted or removed.

The abatement contractor shall provide a complete copy of this specification, to their project foreman for reference while conducts work on the project.

Part 24.3 - Materials to be Abated

Refer to architectural drawings, and project specifications for designations and instructions pertaining to what materials are to be abated or impacted during this project. Directions pertaining to materials to be impacted during this project are **NOT** included in this Exhibit.

Part 24.4 - Containment and Abatement Requirements

The general guidelines in these specifications shall be followed by the asbestos abatement contractor for all work on this project. All requirements of Cal/OSHA Section 1529 and US EPA AHERA regulations apply, and shall be followed, as well as, other applicable regulations.

Part 24.5 - Not Used

Part 24.6 - Not Used

Part 24.7 - Not Used

Part 24.8 - Not Used

Part 24.9 - Not Used

Part 24.10 - Worker Protection

At a minimum half-face respirators with HEPA cartridges, disposable coveralls, and hard sole shoes shall be used during the removal and disposal of all asbestos containing material. Workers wearing tennis shoes, sandals, or soft sole type shoes will not be allowed to work on roofs or inside containments regardless of the activity being performed. Worker protection for all other work areas shall be in compliance with Cal/OSHA requirements and shall follow the respirator selection as specified in Title 8 section 5144.

Part 24.11 - Electrical and Water Hook-Ups

The Owner shall provide access for electrical and water hook-ups. The Contractor shall install a temporary electrical spider box to an existing electrical panel using a licensed qualified electrical contractor. The Contractor is responsible for all hook-ups, electrical cords, water hoses, and hose bibs necessary for attachment.

Part 24.12 - Visual and Air Clearance Criteria

The **Contractor** shall perform a pre-final visual of the removal area and adjacent surfaces prior to requesting that Owner's agent/site representative conduct a final visual inspection. The pre-final visual performed by the Contractor shall verify that all materials have been completely removed from the work area, and that the work area meets the requirements specified in Section 17.

Upon completion of the pre-final visual inspection by the Contractor a final visual of the containment area will be performed by Owner's agent/site representative.

When required clearance air sampling shall be performed following the requirements specified in Section 18 after encapsulation of the containment has taken place and a sufficient amount of time has passed to allow the encapsulant to dry. The Owner shall determine the method of analysis to be used based on the amount and type of material removed within a containment. If the quantity of Asbestos-Containing Material (ACM) exceeds 160 square feet or 260 linear feet, analysis of air samples must be by transmission electron microscopy (TEM) per US EPA AHERA regulations.

Part 24.13 - Not Used**Part 24.14 - Disposal Requirements**

Disposal of all hazardous asbestos-containing waste must be tracked utilizing a current copy of a Uniform Hazardous Waste form. These forms are to be properly filled out by the Contractor and signed by an authorized Owner's representative. No individual or representative other than the Owner's designated representative is permitted to sign Uniform Hazardous Waste forms for the Owner.

It shall be the responsibility of the Contractor to notify Owner's agent/site representative and coordinate having a hazardous waste manifest properly signed by a Owner representative.

Part 24.15 - Work Periods

Work periods shall be scheduled with Owner's agent/site representative at least 48 hours prior to the start of any shift. If weekend work is to be conducted, shift times are to be established and approved by Owner's agent/site representative. All shifts are to consist of 8 hours and will begin at the time specified and agreed to by Owner's agent/site representative and the abatement contractor.

PREPARED BY:

Jodi L. Smith, SM, CIH, CSP (CAC #08-4345)
Senior Project Manager, Entek Consulting Group, Inc.
February 29, 2016

Part 24.16 - Pre-Construction Submittal List

- 1. _____ Copy of State of California - Contractor's State License
- 2. _____ Copy of State of California CSLB Active License
- 3. _____ Copy of State of California CSLB Asbestos Certification
- 4. _____ Copy of Department of Industrial Relations; Division of Occupational Safety and Health; Certificate of Registration for Asbestos-related Work
- 5. _____ Copy of signed statement from company officer listing citations and pending proceedings against the Contractor, or if there have been no citations, a copy of the statement that no actions by regulatory agencies have occurred in the last three years signed by an officer of the company.
- 6. _____ General Liability Insurance Certificate
 - a) ___ Occurrence
 - b) ___ Asbestos/Lead Activities or Abatement Certificate
 - c) ___ Owner Named as Additional Insured
 - d) ___ Consultant Named as Additional Insured
- 7. _____ Auto Insurance
- 8. _____ Workers' Compensation Insurance
- 9. _____ Statement of Non-use of Sub-contractors or
 - a) ___ Name of Each Sub-contractor
 - b) ___ License Number for Each Sub-contractor
 - c) ___ General Liability Insurance Certificate for Each Sub-contractor
 - 1) ___ Minimum Coverage of \$1,000,000.00
 - 2) ___ Owner Named as Additional Insured
 - 3) ___ Consultant Named as Additional Insured
 - d) ___ Auto Insurance Certificate for Each Sub-contractor
 - e) ___ Workers' Compensation Insurance Certificate for Each Sub-contractor
 - 1) ___ Owner Named as Additional Insured
 - 2) ___ Consultant Named as Additional Insured
- 10. _____ Written Notification to CAL/OSHA
- 11. _____ Written Notification to local AQMD, CARB, EPA NESHAP Region IX
- 12. _____ Copies of City Permits (e.g. Parking or Waste container) or Statement That no Permits are Required
- 13. _____ Statement That no Equipment Will be Rented for use With Asbestos or a Statement From Each Rental Company Acknowledging Their Equipment Will be Exposed to Asbestos

- 14. _____ Non-Emergency Telephone Numbers
 - a) ___ Local Police Department
 - b) ___ Sheriff Department
 - c) ___ Fire Department
 - d) ___ Emergency Medical Facility and Directions to That Facility From the Site
- 15. _____ Written Emergency Plans
- 16. _____ Written Work Plan
- 17. _____ Written Schedule
- 18. _____ Worker Documentation (Must Include at Least One Supervisor)
 - a) ___ Training Records for Asbestos - AHERA (Supervisor and Worker)*
 - b) ___ Medical Examination Written Opinion Final Report for Each Employee*
 - c) ___ Respiratory Fit Tests for Each Employee*
- 19. _____ Equipment list, SDS for all materials to be used on the project, including but not limited to, spray glue, encapsulants, wetting agents, mastic remover, etc.
- 20. _____ Name of laboratory/person used for PCM analysis and copy of current NVLAP Certificate of Accreditation (if applicable), and most recent AIHA Proficiency Analytical Testing (PAT) Program results.
- 21. _____ Written Statement That OSHA Monitoring Will be Performed During the Project
- 22. _____ Manufacturers documentation of 5.0 micron filter capability required for waste water
- 23. _____ Name of Transporter
- 24. _____ Hazardous Waste Transporter Registration (if applicable) **Is required only if work to be conducted involves the removal and disposal of “hazardous” asbestos waste as determined either by definition or designated within the Asbestos Abatement Specifications/Procedures and associated attached Exhibits.**
- 25. _____ Waste Facility Documentation
 - a) ___ Name and Site Address
 - b) ___ EPA Identification Number (if applicable)
 - c) ___ Copy of Current Permit Authorizing Asbestos Waste Receipt and Disposal
- 26. _____ Signed Copy of Competent Person Form Acknowledging Reading and Understanding the Specifications (Last Page of Forms Sections of Document)

Note: Items 9, 12, 13, and 21 may be addressed in a single letter as applicable.

* No Contractor's worker will be allowed to conduct asbestos related work, enter a containment, or regulated area prior to verification of AHERA, respirator, and medical documentation. This verification must either be onsite or faxed to Owner's agent/site representative prior to entry.

Part 24.17 - Interim Construction Submittals

Upon request by the Owner or Owner’s Representative, the Contractor shall provide copies of documentation identified to be pertinent to the project.

Part 24.18 - Post Construction Submittal List

Contractor shall provide the following post-construction submittals to Owner’s Representative within thirty (30) days of the completion of asbestos abatement work.

1. _____ Copies of revised notifications to regulatory agencies.
2. _____ Information on all new workers not covered by the pre-construction submittals and not submitted during the project.
3. _____ A copy of worker exposure monitoring results collected in compliance with DOSH regulations (Title 8 CCR, Section 1529) including daily/representative/full-shift/breathing-zone air samples, and 30-minute excursion samples.
4. _____ A copy of the worker/visitor log showing the following for all persons entering the work area: date, name, social security number, entering, and leaving times, company or agency represented, and reason for entry. The Contractor's time records will not be accepted in lieu of a worker/visitor log.
5. _____ Copies of all accident reports submitted during the course of work. **If no accidents occur during the project this should be stated in writing by the Contractor.**
6. _____ Receipts from the landfill operator acknowledging the Contractor's delivery of wastes, including dates, container types and quantities, tare weights or material delivered, and all appropriate signatures.
7. _____ A complete record of the air filtration devices used certifying DOP testing (if performed) and a circular chart recording, indicating continuous operation and documenting differential air pressure.
8. _____ Copies of DOP Testing Performed on HEPA Equipment not Previously Submitted
9. _____ Manometer graphs identifying project name, date, and location.
10. _____ A copy of the asbestos waste record showing dates, times, manifest numbers, quantities of wastes, types of containers removed from the work area, the hauler, and the signature of the recorder.
11. _____ A Land Disposal Restrictions Notification and Certification
12. _____ Completed Uniform Hazardous Waste forms
13. _____ Other Documents as Requested

SECTION 25. ASBESTOS RESULTS LIST

Any material not specified on the following list which the Contractor encounters at this site must be considered as “suspect” and “assumed” to contain asbestos per US EPA. The only items excluded from this statement are; bare wood, glass, and metal. The metal hardware present on the launders is not suspected to contain asbestos.

MATERIALS	SAMPLE RESULTS	US EPA CLASS.
Launderers - Pipe and Couplers	ASSUMED	Category II

Note 1.: **Category I Non-friable ACM** is asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than one percent asbestos by area.

Note 2.: **Category II Non-friable ACM** is any material, excluding Category I non-friable ACM, containing more than one percent asbestos, which is non-friable such as transite and other concrete based products.

Note 3.: **Regulated Asbestos-Containing Material (RACM)** is any friable material, any Category I non-friable ACM which has become friable, any Category I non-friable ACM which will be or has been subjected to sanding, grinding, cutting, or abrading, any Class II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to a powder by the forces expected to act on the material in the course of demolition or renovation operations.

Note 4.: The terms “assume” and “presume” mean the named material is considered positive for containing asbestos and must be treated accordingly, until properly sampled in compliance with 40 CFR, Part 763 Asbestos-Containing Materials in Schools; Final Rule and Notice.

SECTION 26. NOT USED

**ASBESTOS ABATEMENT
PRE-START VISUAL INSPECTION REPORT**

CLIENT: _____ **PROJECT #:** _____

SITE: _____

CONTRACTOR: _____

REMOVAL LOCATION (Building and Containment): _____

WORK TO BE CONDUCTED: _____

PRE-START VISUAL INSPECTION RESULT

DATE: _____

FINDINGS: _____

COMMENTS: _____

Signature of Owner's Representative

FINAL VISUAL CLEARANCE REPORT

CLIENT: _____ **PROJECT #:** _____

SITE: _____

CONTRACTOR: _____

REMOVAL LOCATION (Building and Containment): _____

WORK CONDUCTED: _____

FINAL VISUAL INSPECTION RESULT

DATE: _____ **FINDINGS:** _____

COMMENTS: _____

Contractor Supervisor Requesting Inspection (Date and Time)

Signature of Owner's Representative

Competent Person Acknowledgment

The Cal/OSHA standard for asbestos related construction work, found in 8 CCR, 1529, outlines specific duties and qualifications of the "Competent Person." Find below a overview of these qualifications and responsibilities. The competent person must be authorized by their employer to take prompt corrective measures to eliminate hazards on the job and protect their workers safety. The competent person must be capable of:

- Identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees.
- Identifying existing asbestos hazards in the work place and selecting the appropriate control strategy for asbestos exposure.

The duties of the competent persons include, but are not limited to:

- Frequent and regular inspections of the job site, materials, and equipment.
- Supervise or perform the set-up of the regulated area and/or containment.
- Ensure the integrity of the regulated area and/or containment.
- Set up procedures to control entry to and exit from the regulated area and/or containment.
- Supervise all employee exposure monitoring and assure it is conducted according to regulatory requirements.
- Ensure that employees working within the regulated area(s) wear respirators and protective clothing as required by regulation.
- Ensure that employees working set up, use, and remove engineering controls, use work practices and personal protective equipment in compliance with the regulations.
- Ensure that employees use hygiene facilities and observe the decontamination procedures specified in the regulation.
- Ensure through continuing onsite surveillance that engineering controls are functioning properly and employees are using proper work practices.
- Ensure that notification requirements of the regulation are met.

Additionally, the EPA requires the competent person to be trained in the Federal NESHAP regulations, the means to comply with them, and be on site during all removal operations.

I _____ have the authority to take prompt corrective measures to eliminate hazards on the job and protect workers safety. Furthermore, I have read and understand my duties as outlined above and under the applicable regulations, and will exercise them to best of my ability.

Signature of Competent Person Date: _____ Employer: _____

Printed Name of Competent Person

EXHIBIT B

PHOTOS



PLATE 1



PLATE 2



PLATE 3



PLATE 4



PLATE 5



PLATE 6

PLATE 6



PLATE 7



PLATE 8



PLATE 9



PLATE 10



PLATE 11



PLATE 12



PLATE 13



PLATE 14



Existing bottom cleaning chain and flyte mechanism to remain.

These are existing SST spacer bars, and nuts/bolts that will all be re-used to attach the old weir plates to the new troughs.

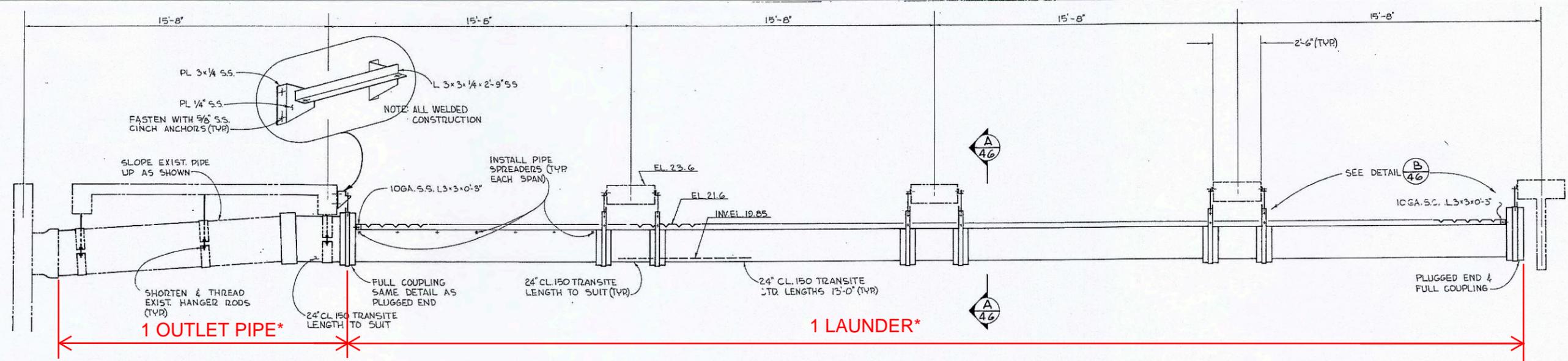
These are existing SST weir plates that will be removed then re-attached to the replacement troughs.

This is a typical trough (a half-round of asbestos cement pipe) that needs to be removed and hauled to a landfill (No recycling permitted). Replacement troughs will be stainless steel (SST).

PLATE 15

EXHIBIT C

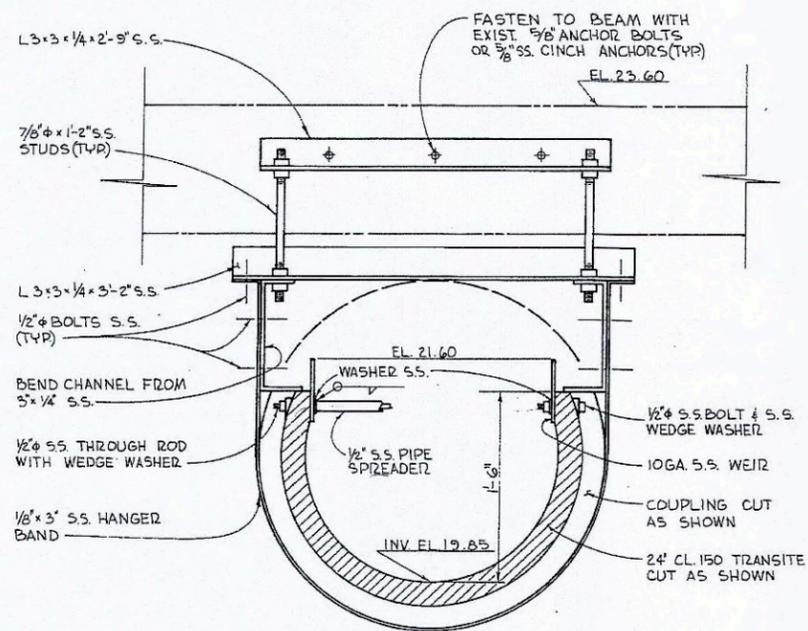
As-Built Plan Sheet No. 46



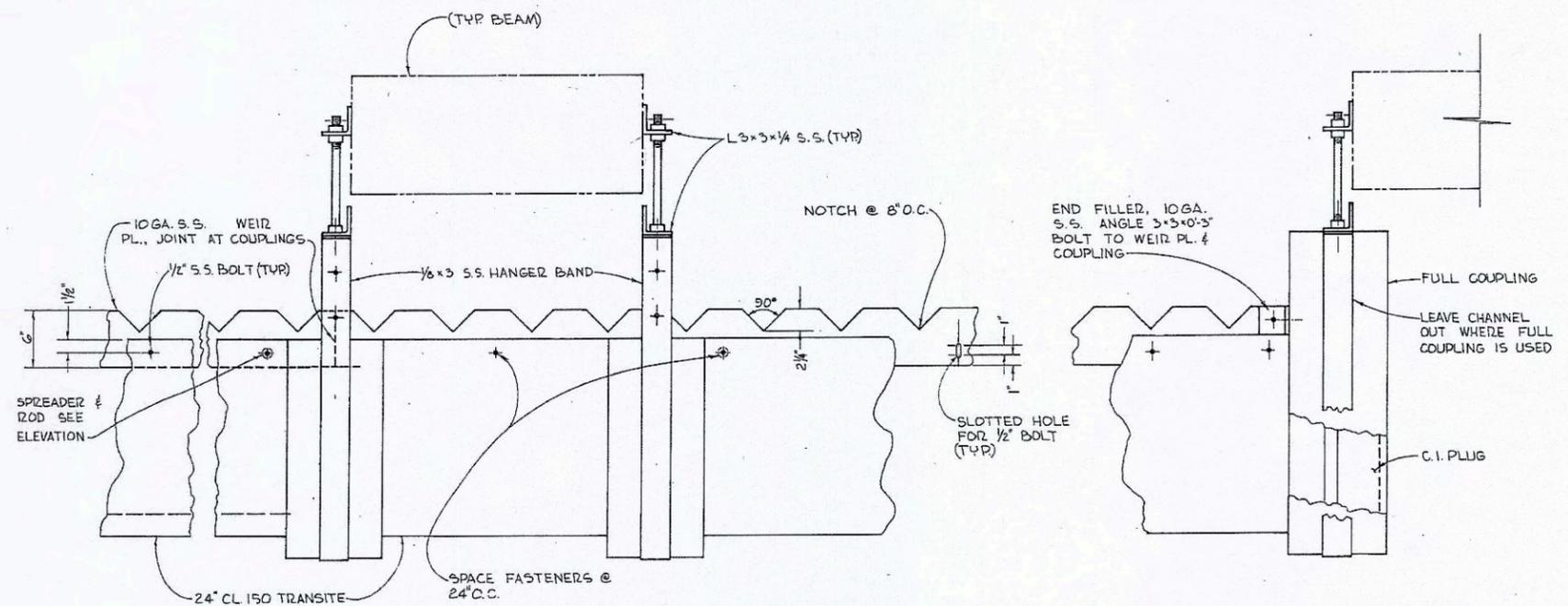
LAUNDRER ELEVATION

SCALE: 3/8"=1'-0"

* LENGTH TO BE MEASURED FOR REMOVAL PAYMENT



SECTION A
SCALE: 1/2"=1'-0"



DETAIL B
SCALE: 1/2"=1'-0"

AS BUILT
2/12/73 R

DESCRIPTION	WASTE WATER TREATMENT FACILITIES CITY OF SACRAMENTO	
	MAIN PLANT EXPANSION	
	PRIMARY SED. BASINS NEW EFFLUENT LAUNDERS	
	DEWANTE AND STOWELL SANITARY AND CIVIL ENGINEERS — SACRAMENTO, CALIFORNIA	
REV.	DATE	BY
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Contractor's Name: GSE Construction Company Inc.

(Please print)

CITY OF SACRAMENTO

SEALED PROPOSAL

Sealed Proposals will be received not later than 2:00 PM on **May 4, 2016**, at the Office of the City Clerk, New City Hall, at 915 I Street, 5th Floor, Public Counter, Sacramento, California 95814, and will be opened as soon thereafter as business allows. PROPOSALS MUST BE SIGNED BY BIDDERS IN ORDER TO BE RESPONSIVE.

TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for the project in the City and County of Sacramento, California named:

**CWTP EFFLUENT LAUNDER REMOVAL AND REPLACEMENT PROJECT
(PN: X14010099) (B16141321029)**

Work is to be performed in strict conformity with the Plans, the City of Sacramento Standard Specifications for Public Construction, and these Contract Documents, all as on file in the Office of the City Clerk, at the following unit prices:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Amount
1	Mobilization	1	LS	\$ <u>35,000</u>	\$ <u>35,000</u>
2	Remove ACP Launderers	2,453	LF	\$ <u>55</u>	\$ <u>134,915</u>
3	Remove Asbestos Cement Siding	1	LS	\$ <u>10,000</u>	\$ <u>10,000</u>
4	Remove ACP Outlet Pipes	620	LF	\$ <u>65</u>	\$ <u>40,300</u>
5	Install New Outlet Pipes	620	LF	\$ <u>215</u>	\$ <u>133,300</u>
6	Install New SST Launderers	2,453	LF	\$ <u>235</u>	\$ <u>576,455</u>
7	Install New Metal Siding	1	LS	\$ <u>20,000</u>	\$ <u>20,000</u>

TOTAL BID: \$ 949,970

In determining the amount bid by each bidder, City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures. The sum of individual unit prices shall prevail over the total bid amount.

It is understood that this proposal is based upon completing the work within a period of **sixty-five (65) working days** commencing on the date specified in the Notice to Proceed. The amount of liquidated damages to be paid by the Contractor for failure to complete the work by the completion date (as extended, if applicable) shall be **seven hundred dollars (\$700.00) for each calendar day**, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from the default of the Contractor.

This proposal shall not be withdrawn for the time periods specified in Section 3-2 of the City of Sacramento Standard Specifications for award of contract to respective low bidders. This proposal is submitted in accordance with Chapter 3.60 of the Sacramento City Code and Sections 1, 2, and 3 of the City of Sacramento Standard Specifications.

In accordance with Standard Specification Section 3-2, the City shall award this contract to the lowest responsible bidder, if such award is made, within forty-five (45) working days after opening of the Proposals. City reserves the right to reject any and all bids and to waive any error or omission in any Proposal received.

The undersigned agrees to execute the Agreement and provide City the executed Agreement, the required insurance certificates, endorsements, and waivers of subrogation, and the required surety bonds within ten (10) calendar days after the undersigned's receipt of the City's notice that the undersigned will be recommended for Contract award and prior to award of the Contract by the City Council.

The undersigned represents and warrants that he/she has examined the location of the proposed work and is familiar with the conditions at the place where the work is to be done. The undersigned further represents that he/she has reviewed and understands the Plans, Special Provisions, and other contract documents, and the undersigned is satisfied with all conditions for the performance of the work. The undersigned has carefully checked all of the above figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

\$ _____ not less than ten (10) percent of total amount bid.

____ CERTIFIED CHECK

____ MONEY ORDER

____ CASHIERS'S CHECK

X BID BOND

FOR CITY USE ONLY	
TYPE OF DEPOSIT	
<input checked="" type="checkbox"/>	Bid Bond
<input type="checkbox"/>	Cashier/Certified Check
<input type="checkbox"/>	Other _____
Reviewer's Initials: <u><i>JK</i></u>	

Mark which, if any addendum have been issued and received: ___ #1; ___ #2; ___ #3; ___ #4; ___ #5.

Under penalty of perjury, I certify that the Taxpayer ID Number and all other information provided here are correct.

CONTRACTOR: GSE Construction Company Inc.

By: *Whitney*
(Signature)

Title: President

Address: 6950 Preston Ave.
Physical Address ONLY. No PO Box

<u>Livermore</u>	<u>CA</u>	<u>94551</u>
City	STATE	ZIIP Code

Telephone No.: 925-447-0292

Fax No.: 925-447-0962

Email: estimating@gseconstruction.com

Federal Tax ID # or Social Security #: 94-2667247

DIR Registration #: 1000000077

Contractor's License No. 401498, Classification A, B, C16 Expiration date 03/31/2017 is held by the bidder.

C36

SACRAMENTO

**Subcontractor and Local Business Enterprise Participation Form
For Public Projects over \$100,000 (use only base bid amount to estimate dollar value)
THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL**

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work / services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

Prime Contractor Name	GSE CONSTRUCTION
Prime Contractor Address	6950 PRESTON AVE LIVERMORE CA 94551
(REQUIRED) Prime Contractor DIR Registration #	1000000077

Date	05/04/16 <i>05/03/16</i>
Bid Amount	\$ 949,970
Is Prime LBE?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Business Name	License Number	Address	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
Capital Flow	FEIN 46-3316688	7640 WILBUR WAY SACRAMENTO, CA 95828	DGS 1760611 SBE/DVBE	Yes <input type="checkbox"/> No <input type="checkbox"/>	MATERIAL SUPPLIER FOR PIPING, COUPLINGS, AND MISC FABRICATED ITEMS	\$ 50,952
Km 106 Construction	937674	630 Cherry Way Hayward CA 94541	100001887	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Demo and asbestos removal	\$ 104,670
James Long Construction	821827	8560 Younger Creek Sacramento CA 95828	100000065	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Metal siding and roofing	\$ 21,500

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

I hereby certify that each subcontractor listed on this Subcontractor and LBE Participation Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. The Prime Contractor also certifies that it will notify each subcontractor listed on this Form in writing if the contract award is made to the Prime Contractor, and will make all documentation relevant to the subcontractor and LBE participation available to City of Sacramento upon request. The Prime Contractor further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the contract.

PRINCIPAL OF FIRM:

<i>Obitina</i>	PRESIDENT	5/4/16
Signature	Title	Date

Form Revised
3/9/15

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID 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 contract 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 contract, 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 contract 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 work 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 THIS CONSTRUCTION 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: GSE Construction Company Inc.

BY:  President Date: May 4, 2016
Signature Title

Effects of violations: a. Suspension of payments under this contract. b. Suspension or termination of the contract. c. Suspension or debarment of the contractor from receiving any contract from the City of Sacramento for a period not to exceed five years.
FM 681 7/10/9

MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

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

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

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

NOTE: For Questions 6 thru 8, and Questions 10 thru 14, if there is a pending administrative or court action challenging the assessment of liquidated damages on a government contract within the last five years, you need not include that contract in responding to these questions.

1. Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:
Lic: 401498 Class: A, B, C16, C36 Exp: 03/31/2017

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

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

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

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

6. Answer either subsection A or B, as applicable:
 - A. Your firm has completed three or more government construction contracts in Sacramento County within the last five years: Within those five years, has your firm been assessed liquidated damages on three or more government construction contracts in Sacramento County for failure to complete contract work on time?
 Yes No Not applicable

 - OR**

 - B. Your firm has not completed at least three government construction contracts in Sacramento County within the last five years: Within the last three years, has your firm been assessed liquidated damages on three or more government construction contracts for failure to complete contract work on time?
 Yes No Not applicable

7. In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?
 Yes No

8. Has CAL OSHA assessed a total of three or more penalties against your firm for any "serious" or "willful" violation occurring on construction projects performed in Sacramento County at any time within the last three years?
 Yes No

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

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

Yes No

OR

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

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

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

VERIFICATION AND SIGNATURE

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

Signed at LIVERMORE, on May 4, 2016
(Location) (Date)

Signature: 

Print name: Orlando Gutierrez

Title: President

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

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

Attachment A
DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

GSE Construction Company Inc.

Name of Contractor

6950 Preston Ave., Livermore, CA 94551

Address

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

1. I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City's Non-Discrimination in Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

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

4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
 - c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

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

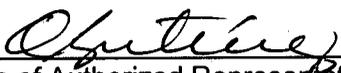
- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits, the time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.
- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

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

- 5. I understand that failure to comply with the provisions of Section 4. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
- 6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
- 7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the Ordinance requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.
- 8. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by me.

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



 Signature of Authorized Representative

Orlando Gutierrez

 Print Name

President

 Title

May 4, 2016

 Date



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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



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

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

The included employee benefits are:

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

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

You May . . .

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

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

**LOCAL BUSINESS ENTERPRISE (LBE)
PARTICIPATION REQUIREMENTS**
(For City Contracts without federal funds)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of LBEs in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage from 2% to 5% and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on certain contracts of \$100,000 or more as illustrated below.

When Does the LBE Program Apply?

	Contracts Under \$100,000			Contracts \$100,000 or More			
	Supplies / Non-Professional	Professional	Public Projects	Supplies	Non-Professional	Professional	Public Projects
5% LBE Preference Applies to Bid Evaluation?	Yes	Yes	Yes	No	No	Yes	No
5% Minimum Participation Requirement? *	No	No	No	No	Yes	Yes	Yes

* Requirement may be waived by the City Manager or the City Manager's designee (e.g. Department Directors)

II. LBE QUALIFICATION

- A. To meet the LBE participation requirement, bidders must meet the requirements for an LBE prior to the deadline for submission of bids.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated areas of Sacramento County. Proof of legitimate business presence in the City or unincorporated areas of Sacramento County shall include:

1. Be an established business entity operating in the City or unincorporated County of Sacramento for at least twelve (12) consecutive months prior to submission of bid; and

2. Having either :

- a. a principal business office or workspace; or
- b. regional, branch, or satellite office with at least one full-time employee located and operating legally in the city or unincorporated county of Sacramento.

III. LBE PARTICIPATION LEVEL REQUIREMENTS

- A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed. LBE credit may be obtained by utilizing LBE qualified subcontractors or suppliers as outlined below.
- B. Participation Credit: To receive credit for participation: (1) an LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) an LBE supplier must furnish materials or equipment that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.
- C. Suppliers: Credit for an LBE supplier of materials or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
- D. Subcontractors (including truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
 - Truckers: Credit for an LBE trucker is counted as 100% of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials or equipment being transported by the trucker.

IV. LBE REQUIREMENTS FOR CONTRACTOR

- A. LBE Records: The Contractor shall maintain records of all subcontracts with verified LBE subcontractors and records of materials purchased from verified LBE suppliers for one year after receiving final payment from the City. Such records shall show the name and business address of each LBE subcontractor or supplier and the total dollar amount actually paid to each LBE subcontractor or supplier.

No later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may be required by the City, to determine compliance with any provision of the LBE program or these specifications.

- B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials or equipment for which they are listed, unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the materials or equipment from other sources. Reasons for requesting such authorization would include:

1. The listed LBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
 2. The listed LBE becomes bankrupt or insolvent.
 3. The listed LBE subcontractor fails to meet the bond requirements of the Contractor.
 4. The work performed or the materials or equipment provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.
 5. It would be in the best interest of the City.
- C. Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.
- D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by the City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract. A deduction may be made from the contract amount and the deduction shall be not more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor's bid, and shall also be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.
- E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed deduction to the Contractor. The Contractor may, no later than five working days after receiving such notice, provide a written request to the City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

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

V. DEFINITIONS

- A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.
- B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.
- C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.
- D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.
- E. Proposal: Any response to a City solicitation for Proposals or Qualifications.
- F. Bid: Any response to a City solicitation for bids.
- G. Waiver: Request to department director to waive or reduce LBE participation requirement.

VERIFICATION AND SIGNATURE

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

Signed at Livermore, CA, on May 4, 2016.
(Location) (Date)

Signature: 

Print name: Orlando Gutierrez

Title: President

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

City of
SACRAMENTO

CWTP EFFLUENT LAUNDER REMOVAL AND REPLACEMENT PROJECT
(X14010099)

ADDENDUM #01

April 27, 2016

To All Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the Plans and Specifications for the above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified for bids to be received by one of the following methods:

- (a) By acknowledging receipt on the sealed proposal in the space provided.
- (b) By separate letter that includes a reference to the Project Name and the Addendum Number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals may result in rejection of your proposal. If by virtue of this addendum you decide to change a proposal already submitted, such change may be made by letter, provided such letter makes reference to the Project Name and this Addendum, and is received prior to the hour and date specified for receipt of proposals.

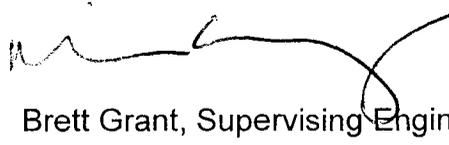
For any questions related to this addendum, contact Stu Williams at (916) 808-1410.

Sincerely,

Addendum Received



for



Brett Grant, Supervising Engineer

Addendum
Enclosure

cc: Distribution List
Planholders

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
GSE CONSTRUCTION COMPANY INC.	1000000077	ALAMEDA	LIVERMORE	06/16/2015	06/30/2016

CITY OF SACRAMENTO
Department of Utilities
Engineering Services Division

KNOW ALL MEN BY THESE PRESENTS,

That we, GSE Construction Company, Inc.

as Principal, and Fidelity and Deposit Company of Maryland

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

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above mentioned proposal to the City, for which Proposals are to be opened by the Office of the City Clerk, Historic City Hall, Hearing Room, 2nd Floor, 915 I Street, Sacramento, California, on **May 4, 2016**, for the Work specifically described as follows:

CWTP EFFLUENT LAUNDER REMOVAL AND REPLACEMENT PROJECT
(PN: X14010099) (B16141321029)

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

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

IN WITNESS THEREOF, We have hereunto set our hands and seal this 28th day of April, 2016.

GSE Construction Company, Inc.
PRINCIPAL Seal

By: *Orlando Gutierrez*

Orlando Gutierrez, President
Title

Fidelity and Deposit Company of Maryland
SURETY Seal

By: *Stanley J. Matranga*

Stanley J. Matranga, Attorney-In-Fact
Title

Matranga Bond and Insurance Services
Agent Name and Address

P.O. Box 2143
Carmichael, CA 95609

(916) 489-1799

Agent Phone #

(415) 538-7184

Surety Phone #

OC13015

California License #

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sacramento)

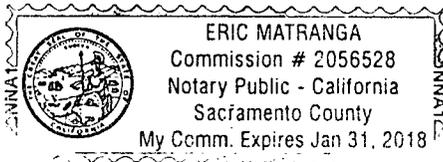
On April 28, 2016 before me, Eric Matranga, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Stanley J. Matranga
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Stanley J. MATRANGA and Eric V. MATRANGA, both of Carmichael, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of February, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By *Eric D. Barnes*

Secretary
Eric D. Barnes

State of Maryland
County of Baltimore

Gerald F. Haley

Vice President
Gerald F. Haley

On this 12th day of February, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

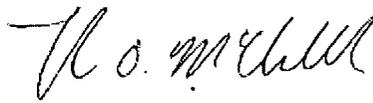
RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28 day of April, 2016.




Thomas O. McClellan, Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of Alameda)

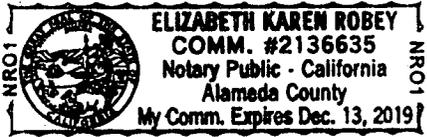
On 5/04/2016 before me, Elizabeth Karen Robey - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Orlando Gutierrez
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Elizabeth Karen Robey
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: City of Sacramento Bid Bond Document Date: 5/04/2016

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Orlando Gutierrez

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

Signer Is Representing: GSE Construction Co., Inc.

Signer's Name: _____

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

Signer Is Representing: _____

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