

City of Sacramento
City Council - 5PM Report
915 I Street Sacramento, CA 95814
www.cityofsacramento.org

File ID: 2025-01847

12/2/2025

Agreement: On-Call Concrete Repairs for Water Storage Structures [Published for 10-Day Review 11/21/2025]

File ID: 2025-01847

Location: Citywide

Recommendation: Pass a **Motion** authorizing the Interim City Manager or designee to execute agreement (PRC003847) for On-Call Concrete Repairs for Water Storage Structures to Pullman SST Inc. for an amount not-to-exceed \$2,000,000 over a five-year term.

Contact: Megan Thomas, Senior Engineer, (916) 808-1729, methomas@cityofsacramento.org; Sherill Huun, Engineering & Water Resources Division Manager, (916) 808-1455, shuun@cityofsacramento.org; Dalia Fadl, Director, (916) 808-3765, dfadl@cityofsacramento.org; Department of Utilities

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-PRC003847

Description/Analysis

Issue Detail: Staff recommends Council approve an agreement with Pullman SST for an amount not-to-exceed \$2,000,000 for On-Call Concrete Repairs services for Water Storage Structures to assess and repair damages to concrete and associated structural steel of damaged critical water storage assets of Department of Utilities (DOU) drinking water, sewer, and stormwater facilities.

Policy Considerations: City Council approval is required for professional service agreements of \$250,000 or more per City Code 3.56.090.

The Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to council action. This item was posted for 10-day review on November 21, 2025.

Economic Impacts: None.

Environmental Considerations: The proposed agreement for on-call concrete repairs for water storage structures has been determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines governing existing facilities, in that it meets the definition of restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety.

Sustainability: The proposed contracts are consistent with the 2040 General Plan PFS-2.2 for maintaining critical infrastructure and PFS-3.5 to continue with the rehabilitation of existing treatment plant infrastructure to meet the needs of residents and businesses throughout the City.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: On September 24, 2024, a Request for Qualifications (RFQ) (Q25141111301) was advertised and issued on PlanetBids for concrete water storage structure assessment and repair services for the Department of Utilities' various drinking water, sewer, and storm drainage assets. Through PlanetBids, 464 Suppliers were notified of the solicitation with 34 self-identified as Prospective Bidders. On the due date of October 14, 2024, four Statements of Qualifications (SOQs) were received from the following firms: Borrelli & Associates, Inc., DN Tanks LLC, Pullman SST, Inc., and Toledo Industrial Coatings.

A three-member evaluation team that included two staff members from the DOU Engineering and Water Resources Division, and one staff member from the DOU Water Division, evaluated the proposals utilizing the scoring methodology provided in the solicitation which focused on the contractor's qualifications, means and methods approach to a typical repair example, familiarity of conducting structural repairs on water storage structures, availability of staff and equipment needed to complete various levels of work throughout the year, expertise, and experience. Based on the review, Staff recommend moving forward with the two top-ranked proposers DN Tanks LLC and Pullman SST Inc. Rankings for the responsive proposals is as follows:

Proposer	Ranking
DN Tanks LLC.	1
Pullman SST Inc.	2
Toledo Industrial Coatings	3
Borelli and Associates	4

City Council approved an agreement with DN Tanks LLC on January 28, 2025.

Based on recent repairs that have been identified, different skillsets and techniques will be required

for different assets and scenarios. DN Tanks LLC and Pullman SST Inc have different specializations and techniques that are required in different situations to successfully complete these repairs.

Financial Considerations: Sufficient funding is available within Fairbairn Water Treatment Plant (FWTP) Rehabilitation Program (Z14130200, Fund 6005), Sacramento River Water Treatment Plant (SRWTP) Improvements Program (Z14210100, Fund 6005), and Reservoir Rehabilitation Program (Z14130500, Fund 6005) for existing known needed repairs of \$400,000 for the first year of the agreement. Funding for future fiscal years shall be subject to funding availability in the adopted budgets for the applicable fiscal year in an amount not to exceed \$2,000,000 over the five-year term of the agreement. Purchase orders encumbering funds under this agreement will not be created until needs and funding are identified in the applicable budget (operating, capital, multi-operating or grants).

There are no General Funds allocated or planned for this project.

Local Business Enterprise (LBE): Pullman SST is not a LBE. The minimum LBE participation requirement was waived by the Director of Utilities based on a determination that a waiver is in the City's best interest due to the lack of qualified local vendor availability.

Background: The City has a large number of critical water storage assets that are constructed of concrete and structural steel including treatment process systems within the two drinking water treatment plants (Sacramento River Water Treatment Plant and E.A. Fairbairn Water Treatment Plant), concrete drinking water storage reservoirs, sump station vaults, emergency stormwater storage structures, and intake facilities.

Most concrete structural damage is identified during a finite inspection window. Most repairs needed require immediate attention in order to return the asset back into service in a timely manner. Damage of assets varies on severity but in all cases, damage will only worsen the longer it isn't addressed and further impact the useful life of the asset. An on-call contract allows for assessment and repair to coincide with planned maintenance, such as water treatment plant shutdown periods, thus ensuring a timely return of critical assets back into service. An on-call contract also provides the department with an expedited emergency response in the event of a critical failure. The contract limits the issuance of task orders to \$800,000 per facility.

Requested repair services may include (but are not limited to) the following:

- Assessment of damage and providing recommendations for repair
- Problem solving with DOU staff and material manufacturers/vendors for proper material application
- Reinforcement of structurally impacted rebar (loss of 50% or more of the steel)
- Power blasting softened concrete to a more structurally sound surface
- Cleaning surfaces from built-up debris and organics in order to prepare the surface for repair

- Filling in voids and smooth surfaces of heavily exposed aggregate
- Build forms to match existing surfaces
- Installation of concrete repair and coating repairs (as applicable)
- Crack sealing of active systems as well as those that are able to be taken out-of-service
- Disinfection of drinking water structures
- Installation of filler and sealant material for expansion joints
- Building scaffolding as needed to safely complete repairs
- Dewatering, or providing support for rerouting water
- Removal of waste generated from the assessments and repairs
- Installation of cathodic protection systems onto rebar
- Excavations or clearing of earth cover
- Restoration of damaged landscaping

CONTRACT #: **PRC003847**
CONTRACT NAME: **On-Call Concrete Repairs for Water Storage Structures**
AGREEMENT TERM: **1 Year**
AUTHORIZED RENEWALS: **4 One-Year Terms**
DEPARTMENT/DIVISION: **Utilities / Water**

PROJECT: **N/A**
NOT-TO-EXCEED AMOUNT: **\$2,000,000**
SOLICITATION: **Q25141111301**
LBE (Y/N): **N**

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT*

THIS CONTRACT is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation ("CITY"), and

Pullman SST, Inc.
6400 Goodyear Rd. Benicia, CA 94510
707-745-3800 / dbclark@pullman-services.com

("Contractor"), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning **the date it is fully executed by the duly authorized parties**.
2. **Contract Documents.** All exhibits and documents attached or referred to in this Contract are incorporated as if set forth herein, Including Exhibit A (titled "Scope of Services") and Exhibit B (titled "Payment").

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to CITY the services described in Exhibit A and further defined in any valid task order ("Services"). Contractor will only perform work under this Contract upon CITY's issuance of a valid task order. Tasks will be assigned to Contractor on an individual basis by CITY's issuance of a task order that specifies the scope of work for that task. Task orders may involve varying levels of effort during the term of the Contract. The need for services may not be continuous during the term. It is understood and agreed by the Contractor that no services at all may be required by CITY under this contract. Services pursuant to the contract provided shall not exceed \$800,000 at any single City facility.

Contractor will not be compensated for services outside the scope of Exhibit A ("Additional Services") unless, before providing Additional Services: (a) Contractor notifies CITY and CITY agrees that the Additional Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) CITY, after notice,

* This form is to be used for all professional services, except services performed by architects, landscape-architects, professional engineers, or professional land surveyors, or services related to a construction project.

approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

CITY will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

4. **Payment.** CITY shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to CITY in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. CITY shall furnish to Contractor only the facilities and equipment listed below, if any.

Access will be provided as needed.

6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Contract includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit E.
9. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") may be applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.64. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.64 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.64.

Contractor's violation of Sacramento City Code chapter 3.64 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

EXHIBIT A

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Megan Thomas / Senior Engineer
1395 35th Avenue Sacramento, CA 95822
916-808-1729 / methomas@cityofsacramento.org

The CONTRACTOR Representative for this Agreement is:

David Clark / Branch Manager
6400 Goodyear Road Benicia, CA 94510
707-745-3800 / dbclark@pullmant-services.com

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

2. **Scope of Services.** Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.

3. **Time of Performance.** The Services described in this Contract shall be provided **one (1) year**. **The City may extend this Contract for up to four (4) additional one-year terms, for a maximum five (5) year term.** Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A.

4. **Conflict of Interest Requirements.** The individual(s) who will provide Services pursuant to this Contract are "Consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code. ~~—X—~~yes ☐ no [check one]

Contractor shall cause the following to occur within 30 days after execution of this Contract:

- (A) Identify the individuals who will provide Services or perform Work under this Contract as "Consultants"; and
- (B) Cause these individuals to file with the City Representative the "assuming office" statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Contract, Contractor shall cause these individuals to file with the City Representative annual statements of economic interests and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code. The City may withhold all or a portion of any payment due under this Contract or impose fines on the individuals until all required statements are filed.

EXHIBIT B

PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the Contractor for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of **\$2,000,000**. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Billable Rates.** Contractor shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum, or other basis, as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **CONTRACTOR's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City. No charges or markup will be allowed unless specified in the Contract, including charges for travel and transportation.
4. **Payments to CONTRACTOR.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
 - A. Payments to Contractor shall be made within a reasonable time after receipt of Contractor's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. Contractor may request payment on a monthly basis. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. Invoices must be submitted to either of the addresses specified below.
 - (1) Email. Submit email invoices and any attachments to:
apinvoices@cityofsacramento.org
 - (2) Postal Mail. If emailing is not an option, mail to:
A/P Processing Center
City of Sacramento
915 I Street, Floor 4
Sacramento, CA 95814-2608
 - C. All invoices submitted by Contractor must contain the following information:
 - (1) Job/Project Name
 - (2) CITY's current Purchase Order Number
 - (3) Contractor's Invoice Number
 - (4) Date of Invoice Issuance
 - (5) Work Order Number (if applicable)
 - (6) CITY representative identified on the Purchase Order

- (7) Contractor's remit address
- (8) Description of services billed under Invoice
- (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (10) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Services and Reimbursable Expenses. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. CITY is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

- 5. **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.
- 6. **Accounting Records of CONTRACTOR.** During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the CITY upon reasonable written notice.
- 7. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.

EXHIBIT C

INSURANCE

1. **Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified 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.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required 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 the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and 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. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

☒ Automobile Liability Insurance is required 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 occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

☐ No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of 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 occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

4. **Excess Insurance.** The CONTRACTOR may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's Primary and Excess liability policies are exhausted.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

☒ Workers' Compensation Insurance is required 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 work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

☐ No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City.”

6. Professional Liability Minimum Scope and Limits of Insurance Coverage. Professional Liability Insurance for errors and omissions, or malpractice with limits of not less than one million dollars (\$1,000,000):

☒ Is ☐ Is not *[check one]* required for this Agreement.

- a. If Professional Liability insurance is provided on a claims made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.

7. Other Insurance Provisions. The policies must contain, or be endorsed to contain, the following provisions:

- A. Contractor's insurance coverage, including excess insurance, shall be primary and non-contributory insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
- C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

8. **Waiver of Subrogation.** CONTRACTOR hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.
9. **Acceptability of Insurance.** Insurance must 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 Exhibit C must be declared to and approved by the City in writing before execution of this Contract.
10. **Verification of Coverage.**
- A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
- B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:
- City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564
- C. Certificate Holder must be listed as:
- City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564
- D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.
11. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

EXHIBIT D

GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the CITY's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the CITY, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of CITY Information.** During performance of this Contract, Contractor may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

8. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. Contractor shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify Contractor not later than ten days after CITY is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by CITY, whether received in connection with Contractor's proposal to CITY or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by CITY and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by CITY in accordance with the Public Records Act.

9. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
10. **Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to CITY under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.
- Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the CITY in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the CITY, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.
11. **Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
12. **Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
13. **Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
 - B. CITY shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

- C. The CITY shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the CITY terminates this Contract:

- (1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.
- (2) The CITY shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the CITY any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

- 14. Default by Contractor.** In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

15. Indemnity.

- A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and 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 Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) 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 the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents,

servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the Contractor Information Section, above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

16. Funding Availability.

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

17. Equal Employment Opportunity. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the CITY shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to Contractor under this Contract until Contractor complies;
 - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the CITY join such litigation to protect the City's interests.
18. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
19. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
20. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
21. **Waiver.** Neither the CITY's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.

- 22. Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
- 23. Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
- 24. Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 23, above.
- 25. Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
- 26. Debarment Certification**
- A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:
- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
- (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
- (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- (4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

EXHIBIT E

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

The Services provided under this Contract include land surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project. Therefore, the services include "Public Work" under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code Section 3.60.040 and applicable provisions of the California Labor Code, which require, among other things, that CONTRACTOR and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1773. CONTRACTOR and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the CONTRACTOR and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code Section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.040. Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the CONTRACTOR and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 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 California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the CONTRACTOR's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The CONTRACTOR shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR

registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

To be completed by the City Representative if this Agreement is for the performance of any Public Work:

Contractor DIR registration #: _____

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.050, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.040 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.



REQUEST FOR PROPOSALS – PROFESSIONAL SERVICES

Request for Proposals No.	Q25141111301	
Project Name:	On-Call Concrete Repairs for Water Storage Structures	
Questions due by:	9/30/2024	2:00 PM PST
Proposal Due By:	10/21/2024	2:00 PM PST
Estimated Week of Interviews (if necessary)		
Estimated Week of Award Notification:	Week of 10/28	
Estimated Week of Contract Award:	Week of 11/04	

PRE-PROPOSAL CONFERENCE MEETING

☒ No

☐ Yes, attendance is optional **-OR-** ☐ Yes, attendance is MANDATORY

NOTE: Proposals from proposers who do not attend a MANDATORY pre-proposal meeting shall be deemed non-responsive and their proposal will not be considered for the award of a contract.

Date:	
Time:	
Location site name:	
Address:	
Bldg./Floor/Room:	
City:	
Link for virtual meeting:	

NOTE: The City of Sacramento reserves the right to modify the dates and other criteria listed at its sole discretion. Prospective proposers will be notified of any significant changes by addendum issued via the City of Sacramento's online bid portal. All information submitted in or in connection with a proposal is submitted under penalty of perjury. The City shall have the right to terminate at any time any Contract awarded pursuant to a proposal that contains false information. The return of a signed proposal shall constitute a promise to supply in accordance with terms and conditions shown herein. **All proposal submissions become public record.**

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7	Attachments and Exhibits	Page 20

Attachments

Attachment 1 – Proposal Signature Form

Attachment 2 – Payment Discount

Attachment 2 – Equal Benefits Ordinance Declaration of Compliance

Attachment 3 – Local Business Enterprise 5% Preference form

Attachment 4 – Local Business Enterprise Participation Requirement Form

1. SCOPE OF SERVICES

1.1 Introduction

The City of Sacramento, Department of Utilities

is soliciting proposals to: The City of Sacramento, Department of Utilities (DOU) operates two (2) water treatment plants: Sacramento River Water Treatment Plant (SRWTP) and the E.A. Fairbairn Water Treatment Plant (FWTP). In addition to the treatment plants, the City owns and operates a series of concrete reservoirs and basins within the drinking water system as well as the storm, sewer, and combined sewer systems. All of these assets hold water and typically contain rebar forms or pre-stressed steel that maintain the structural integrity.

Concrete lime leaching, cracking, spalling, and settlement is typical over time but requires on-going maintenance to protect the useful life of the asset. In some cases, delayed response result in total shutdown of the facility. Failure or shutdown of these assets can be critical impacts to the ability to maintain levels of service.

DOU is seeking firms specializing in various levels of assessment and repair of structural damage on water storage facilities. Work will be authorized on a task by task basis. Most efforts will include the need to complete assessment and repairs within strict schedules and regulatory compliance. In some cases, repairs may require expedited repairs due to an emergency need.

The photos in Attachment 1 in the Scope of Services provide some examples of typical repairs that this contract will include. Attachment 2 provides typical repair details for rebar and concrete that would be applicable to the potential scope of services.

In response to the Request for Proposals, the City anticipates receiving competitive pricing as well as an assurance of quality services.

The City intends to award one contract, however, it may choose to award additional contracts as the City deems necessary to meet the City's needs.

The proposed budget for this project/contract is: **\$4 million over 5 years.**

1.2 Scope of Services

The City of Sacramento seeks a firm that will provide the following services:

Concrete lime leaching, cracking, spalling, and settlement is typical over time but requires on-going maintenance to protect the useful life of the asset. In some cases, delayed response result in total shutdown of the facility. These structures are significant parts of the utility processes and require experienced teams to conduct timely assessments and repairs, while maintaining the level of service needed for the utility systems.

Requested repair services may include (but are not limited to) the following:

- Assessment of damage and providing recommendations for repair
- Problem solving with DOU staff and material manufacturers/vendors for proper material application
- Reinforcement of structurally impacted rebar (loss of 50% or more of the steel)
- Power blasting softened concrete to a more structurally sound surface

- Cleaning surfaces from built-up debris and organics in order to prepare the surface for repair
- Filling in voids and smoothing surfaces of heavily exposed aggregate
- Build forms to match existing surfaces
- Installation of concrete repair and coating repairs (as applicable)
- Crack sealing of active systems as well as those that are able to be taken out-of-service
- Disinfection of drinking water structures
- Installation of filler and sealant material for expansion joints
- Building scaffolding as needed to safely complete repairs
- Dewatering, or providing support for rerouting water
- Removal of waste generated from the assessments and repairs
- Installation of cathodic protection systems onto rebar
- Excavations or clearing of earth cover
- Restoration of damaged landscaping

Typical repair methods and standards may include the following:

- Cleaning reinforcing steel surfaces as necessary in accordance with either SSPC SP3 (Power Tool Cleaning) or SSPC-SP 6 (Commercial Blast Cleaning – NACE No. 3)
- Application of Sika Armatec 110 EpoCem primer/bonding adhesive (corrosion inhibitor) on reinforcing steel after all surfaces are dry and before flash rust has formed.
- Preparing concrete per ASTM D4258 water cleaning standard at a minimum of 4,500 psi (maximums will apply under certain conditions).
- Install Sikatop 123 Plus repair mortar to a smooth finish.
- Installation of SikaFlex1a (3-day cure) to seal expansion joints.

See attached details for typical repair standards.

In response to the Request for Qualifications (RFQ), the DOU anticipates receiving competitive pricing as well as an assurance of quality services. In addition, due to the criticality of completion to ensure water system demands can be met, scheduling, staffing, and means and methods to complete the needed work is an important part of the proposal. DOU intends to award one contract for a not-to-exceed amount of \$4 million over a five-year period. Although pricing will be considered, DOU is most interested in the contractor's means and methods for completing successful and timely repairs, as well as ability to meet emergency response needs.

Attachment 1



Photo 1 – External reservoir damage impacting structural support for ladder



Photo 2 – Structural damage at valve support impacting valve operation



Photo 3 – Ceiling rebar damage within reservoir causing spauling and structural damage



Photo 4 – Reservoir concrete ceiling structural damage from cracking concrete

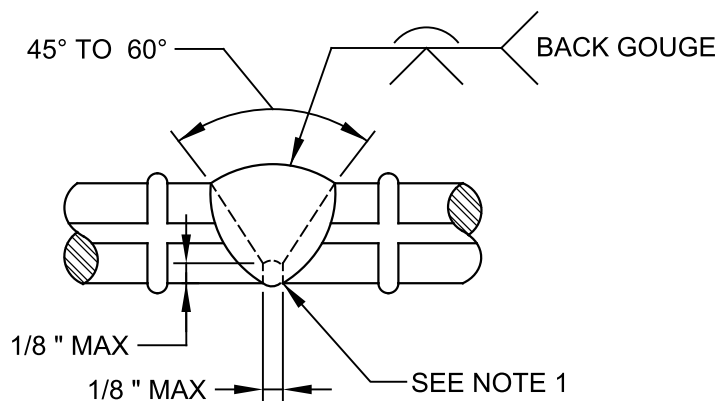


Photo 5 – Expansion joint filler loss/failure

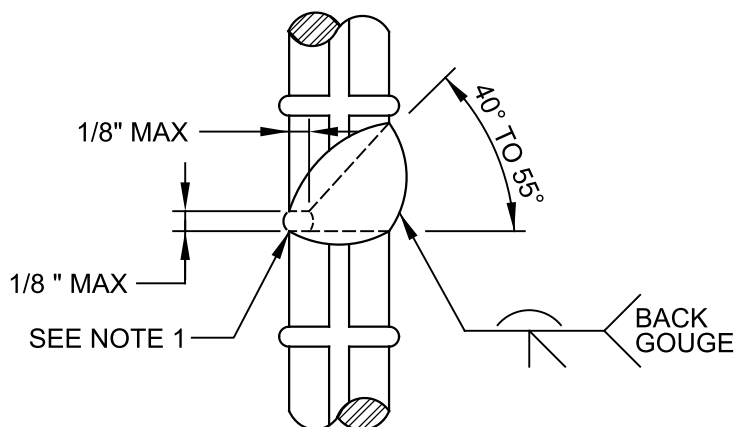


Photo 6 – Cracking damage causing water to leak through

Attachment 2



A
-
DETAIL - HORIZONTAL POSITION -
SINGLE-V-GROOVE WELD



B
-
DETAIL - VERTICAL POSITION -
SINGLE-BEVEL-GROOVE WELD

NOTES:

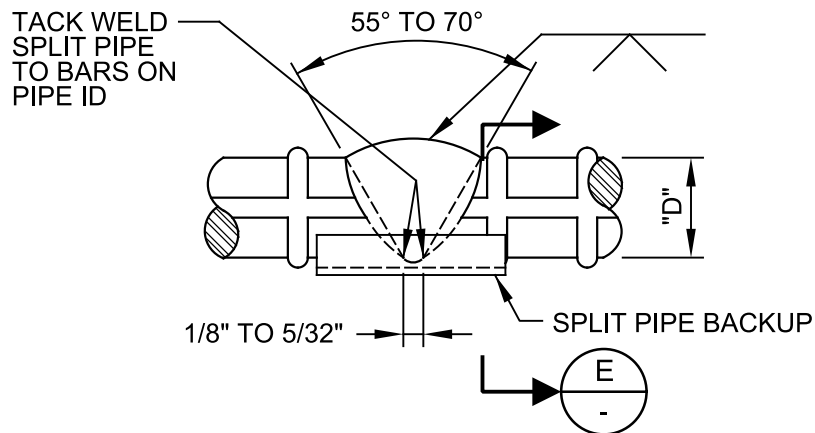
1. CHIP, GRIND, OR GOUGE TO SOUND METAL BEFORE WELDING OTHER SIDE.
2. USE DETAIL A & B FOR #9 & LARGER BARS. USE DETAIL C & D FOR #8 & SMALLER BARS. USE DETAIL F FOR #6 & SMALLER BARS.
3. USE E 70 ELECTRODES FOR GRADE 40 BARS AND E 90 ELECTRODES FOR GRADE 60 BARS.
4. SEE AWS D1.4 FOR WELDING PROCESS, PREHEAT REQUIREMENTS, AND OTHER DETAILS. SUBMIT WELDING PROCEDURE PER AWS.
5. 1 1/2" FOR #3 AND #4 BARS, 2" FOR #5 BARS, AND 2 1/2" FOR #6 BARS.

S190

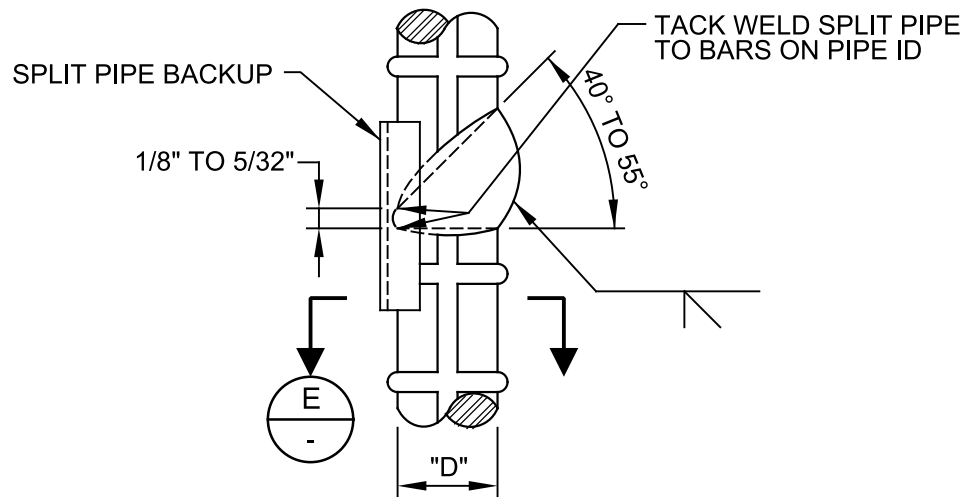
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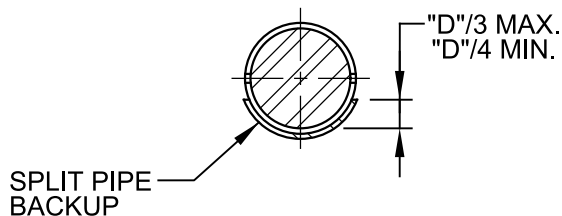
WELDED SPLICE OF REINFORCING BARS



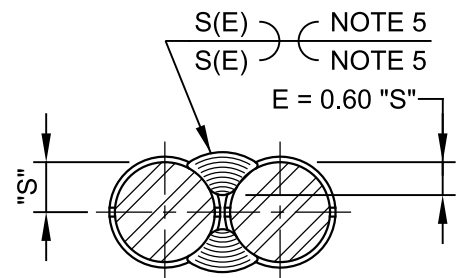
C **DETAIL - HORIZONTAL POSITION -**
SINGLE-V-GROOVE WELD



D **DETAIL - VERTICAL POSITION -**
SINGLE-BEVEL-GROOVE WELD



E **DETAIL - SPLIT PIPE**
BACKUP



F **DETAIL - HORIZONTAL**
AND VERTICAL POSITION -
DOUBLE FLARE - V-GROOVE
WELD

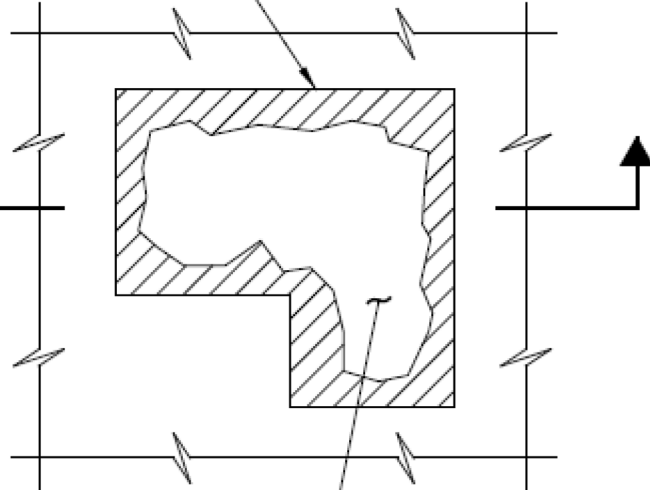
S190
TYP
N

WELDED SPLICE OF REINFORCING BARS

REMOVE ADDITIONAL CONCRETE
AS REQUIRED TO HAVE A
RECTANGULAR SHAPE

(TYP)

A



DAMAGED OR DEFECTIVE
CONCRETE AREA

PLAN

NOTES:

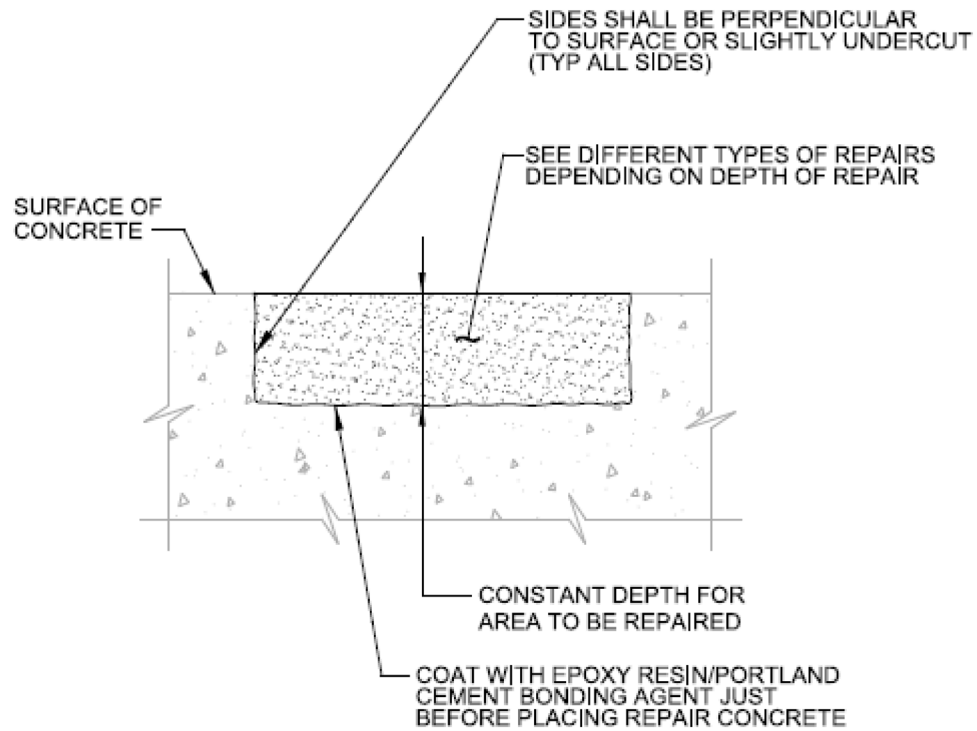
1. SAW CUT EDGES OF AREA WHERE CONCRETE WILL BE REMOVED A MINIMUM OF 1/2" DEEP. DO NOT CUT REINFORCING BARS. DO NOT SAW CUT PAST OUTSIDE CORNERS.
2. CHIP OUT DAMAGED OR DEFECTIVE CONCRETE PER SECTION 03926. DO NOT CUT OR DAMAGE REINFORCING BARS.
3. IF MORE THAN 1/3 OF BAR DIAMETER IS EXPOSED REMOVING DAMAGED OR DEFECTIVE CONCRETE, REMOVE ADDITIONAL CONCRETE TO A MINIMUM 1" BEHIND THE BARS.
4. CONCRETE SURFACES TO BE REPAIRED SHALL BE CLEANED AND ROUGHENED TO 1/8" AMPLITUDE.
5. SOAK CONCRETE IN REPAIR AREA WITH WATER FOR MIN 24 HOURS JUST BEFORE PLACING REPAIR CONCRETE. CONCRETE IN REPAIR AREA TO BE REPAIRED SHALL BE SATURATED AND SURFACE DAMP WHEN REPAIR CONCRETE IS PLACED.
6. FOR THE REPAIR OF VERTICAL CONCRETE SURFACES, SLOPE TOP SURFACE OF CHIPPED OUT AREA SLIGHTLY TOWARD FORMS TO ALLOW AIR TO ESCAPE DURING PLACEMENT OF REPAIR CONCRETE.
7. WATER CURE REPAIRED CONCRETE FOR MINIMUM OF 7 DAYS. KEEP REPAIRED AREA CONTINUOUSLY MOIST.

S204

CONCRETE REPAIR - SURFACE

TYP

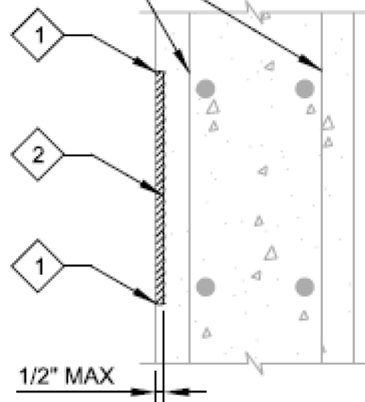
R



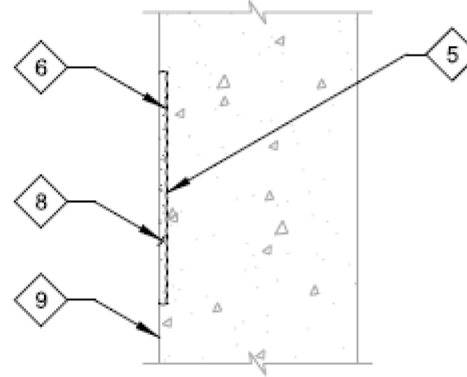
A SECTION

S204 CONCRETE REPAIR - SURFACE
TYP R

EXIST REINF STEEL



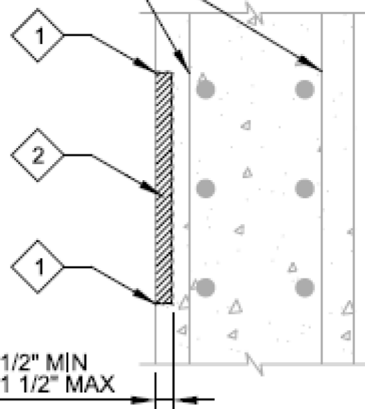
SURFACE PREPARATION



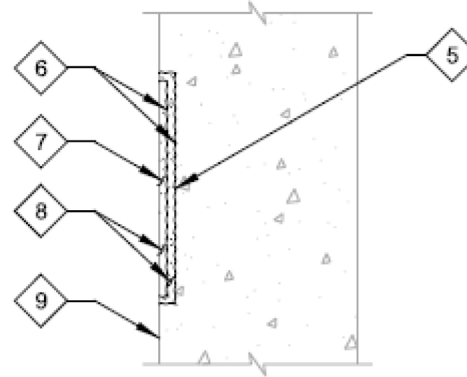
REPAIR

TYPE 1 - CONCRETE REPAIR DETAIL

EXIST REINF STEEL

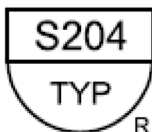


SURFACE PREPARATION

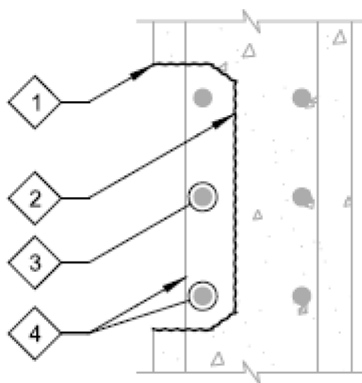


REPAIR

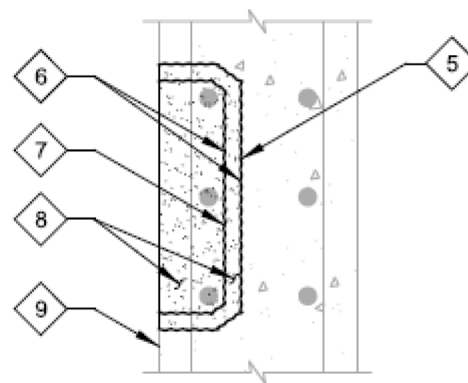
TYPE 2 - CONCRETE REPAIR DETAIL



CONCRETE REPAIR - SURFACE



SURFACE PREPARATION



REPAIR

TYPE 3 - CONCRETE REPAIR DETAIL

KEY NOTES:

- 1 SAWCUT 1/2" DEEP OR AS INDICATED ON DETAIL.
- 2 REMOVE DAMAGED OR DEFECTIVE CONCRETE IN ACCORDANCE WITH SECTION 03926.
- 3 REMOVE 3/4" INCH BEHIND STEEL FOR MORTAR.
- 4 CLEAN STEEL TO REMOVE CORROSION. REPAIR OR REPLACE REINFORCING STEEL AS SPECIFIED IN SECTION 03926 AS DIRECTED BY THE ENGINEER.
- 5 CONCRETE SURFACE SHOULD BE SATURATED SURFACE DRIED.
- 6 APPLY A SCRUB COAT, FILLING ALL PORES AND VOIDS.
- 7 SCORE THE TOP OF EACH LIFTS TO PRODUCE A ROUGHENED SURFACE FOR THE NEXT LIFT.
- 8 WHILE SCRUB COAT IS STILL WET APPLY REPAIR MORTAR IN LIFTS NOT EXCEEDING 1 1/2 INCH THICKNESS.
- 9 COAT SURFACES AS SHOWN ON THE DRAWINGS AND AS SPECIFIED IN SECTION 09960.

S204

CONCRETE REPAIR - SURFACE

TYP

R

2. CURRENT CONDITIONS

2.1 About the City of Sacramento

Founded in 1849, the City of Sacramento is the oldest incorporated city in California and is the capital city of California. It has a population of over 525,000. Sacramento is a progressive City with great pride in its ethnic and cultural diversity, concern for environmental and social issues, and emphasis on quality in the provision of governmental services. Sacramento is a Charter City, which operates under a City Council Manager form of government. It has an annual budget of \$1.3 billion and 4,500 full-time equivalent positions.

2.2 Current Project Conditions

DN Tanks was the previous vendor who supplied On-Call Concrete Repair for Water Storage Structures. The agreement with DN Tanks expired 6/30/2024 and had a not to exceed amount of \$4,000,000.00. There is no current contract.

3. PROPOSAL SUBMISSION

The City shall not accept proposals after the submission deadline specified in this RFP and will not consider late proposals under any circumstances. Each proposal that is submitted for consideration shall include, at a minimum, the RFP transaction number, project name, company name, and the information as called for in the section below. To be considered your proposal(s) shall be responsive to all items set forth below:

3.1 Submit Proposal Responses

☒ Electronically via the city's online bid portal: <https://pbsystem.planetbids.com/portal/15300/portal-home>

-or-

☐ Hard (paper) Copy or Copies to:

The City of Sacramento will not consider proposals submitted in a format other than specified above.

3.2 Fee Schedule Submittal

Submit fee schedule(s) and hourly rates electronically using your own rate sheet(s)

3.3 Standard Forms to be Submitted with Proposal

- ☒ Fee Schedule as outlined in section 3.2
- ☒ Proposal Documents as outlined in section 3.4
- ☒ Attachment 1 - Proposal Signature Form
- ☒ Attachment 2 - Payment Discount Form
- ☒ Attachment 3 - Equal Benefits Ordinance Declaration of Compliance
- ☒ Attachment 3 - Local Business Enterprise 5% Preference Form
- ☒ Attachment 4 - Local Business Enterprise Participation Form
- ☐ Attachment - Drug Free Workplace Policy and Affidavit
- ☐ Performance Bond

3.4 Additional Proposal Submittal Requirements

Each proposal that is submitted for consideration shall not exceed five double-sided 8½x11" pages (font 11 or larger), not including the Transmittal Letter, resumes, or appendices. Each submittal shall include, at a minimum, the RFQ transaction number, project name, company name, and the information as called for in the section below. The proposal will be considered complete only if all the items listed in this section are included in the submittal:

1. **Transmittal Letter:** The submittal should be signed by an officer authorized to bind the proposing firm. The letter shall not exceed 2 pages in length, and shall include (at a minimum):
 - Contact information for the company, including name and contact phone number, email address, and business address;
 - Whether the firm will be using, or anticipate the potential of needing to use, any subcontractors;
 - The firm's basic understanding of the scope of work identified;
 - An expression of the firm's interest in the work; and
 - A statement regarding the qualifications and experience of the firm to do the work, including a minimum of ten (10) years of professional experience with concrete storage structure repair services and a current California Contractor's Class A – Engineering License.

The transmittal letter must also acknowledge any addendums provided on the City of Sacramento's Online Bid Portal PlanetBids.

2. **Personnel Qualifications:** Identify the specific personnel that would be assigned to provide services for this effort. Firm personnel must be proficient with reinforced concrete assessments and repairs in order to complete potential tasks under the on-call contract. For each personnel listed, the following information shall be included:
 - a. Title (as it relates to the rate sheet)
 - b. Role, or roles, for the support effort (such as damage assessment, concrete repairs, crack sealing, expansion joint repair and sealing, coating, steel/rebar repair, surface preparation, environmental controls, etc.)
 - c. Credentials and certifications for completing said role(s)
 - d. Years of experience for role(s)
 - e. Years with the company

There are minimum credentials and certifications required for staff conducting particular roles in the project. These include:

- a. Personnel to conduct welding repairs
 - Certified welder in accordance with Sections 8.2 and 8.8 of AWWA D100 standard
- b. Personnel to conduct surface preparation, structural reinforcement, concrete repairs, and coating installation:
 - Minimum of five (5) years of commercial concrete structure repairs on water storage structures
 - AMPP QP 1 and/or QP 8 Certification
- c. Personnel to conduct cleaning and disinfection activities for potable water structures, or managing teams working on potable water structures
 - Minimum of five (5) years of work on potable water system structures
 - Familiarity with AWWA standards and regulations

Firms are required to hold a current California Contractor C-33 License. Firms which do not hold this license are disqualified from participating and submitting a proposal.

To qualify, all minimum credentials and certifications shall be met as they are required to complete the various tasks needed for this contract.

Most of the potential tasks associated with the on-call contract will require confined space entry and obtaining a confined space permit. All personnel listed must be certified to work within confined spaces and proposer must be able to provide all equipment required for work within confined spaces.

3. **Means and Methods:** Due to the various environments and conditions that may be included within this contract, the Submittal of Qualifications shall include the proposed means and methods the firm would use to complete the following task:

Example –

A critical drinking reinforced concrete water storage tank (15-MG capacity, with 30-ft high ceilings) was found to have a significant crack that has formed in the ceiling. Shutdown restrictions limit access to the tank to a 4-week period in the middle of winter, including ability to complete the assessment of the crack and any invasive testing.

- What is the approach taken for completing the assessment and repair recommendations within an expedited time frame?
- How would the Firm approach a repair that required reinforcing the rebar and repairing the full thickness of the concrete in the supporting wall and the ceiling over an 80-sqft localized area, while ensuring the repair can be done within the available timeline?
- Being a drinking water storage tank, list some of the additional precautions that would be taken before/during/after the repair to ensure an expedited return to service.

In the example, ensure to include notes of similar experiences with other agencies, personnel roles that would be brought in to assist with the effort, and potential risks the team would be monitoring

4. **Equipment:** Identify the equipment that might be used to complete the work, calling out if firm owned or if rental required, including the following:

- Safety equipment (including air quality monitoring and management, lighting, and dust control)
- Scaffolding and lift equipment
- Concrete assessment equipment
- Coating equipment
- Generators
- Environmental control equipment (including temperature and humidity control)
- Surface preparation equipment, including abrasive blasting (including abrasive blasting media collection system equipment)
- Excavation equipment (including backhoes, bobcats, and vector trucks)

Personnel responsible for using and/or maintaining equipment must be proficient with equipment listed.

Upon request, Firm shall provide maintenance and calibration records of any and all equipment used for work within the on-call contract.

5. **References:** Firm shall have experience successfully completing at least five (5) projects or contracts within the past five (5) years for structural concrete repairs. The following information shall be provided for each project listed:
- a. Name of tank or system owner
 - b. Contact name
 - c. Current telephone number (failure to provide current contact information may result in the listed project being disqualified for use in meeting the minimum requirements for qualification)
 - d. Brief description of work conducted
 - e. Duration of the contract and date of completion
 - f. List of key personnel and their roles (preferably personnel listed within this proposal)

6. **Fee Schedule:** In a separate document file from the RFQ, Firm shall provide a rate sheet identifying costs associated with personnel and equipment. The rates must include, at a minimum, 2024 and 2025 prices for the following:

- Hourly/daily rates for personnel (include rates for nightwork/weekend work, if different), including equivalents to the following roles -
 - Project Manager
 - Condition Assessment
 - Crack Sealing
 - Concrete/Rebar Repairs
 - Coating Repairs
- Hourly/daily rates for equipment (include rates for non-use) owned by the Firm, such as -
 - Generators
 - Trucks
 - Environmental Controls and Monitoring
 - Excavators
 - Blasting Equipment
 - Lifts / Scaffolding

*: Equipment costs may include personnel costs for operation if different than personnel listed rates.

** : Any unlisted costs for Firm owned equipment shall not exceed CalTrans listed rates for similar equipment. Otherwise, mark-up for rented equipment shall not exceed 5% of rental rate.

***: Costs for materials may be marked up no more than 10% above receipt costs from supplier.

7. **Conflicts of Interest:** Describe any potential conflicts of interest that your firm may have regarding the project. Provide either a “No Conflict of Interests” statement if unaware of any actual, apparent, or potential conflicts of interest that may result from this project, or a “Conflict of Interests Disclosure” statement that identifies any actual, apparent, or potential conflicts of interest that may result. These may include any interests with respect to the firm, its’ employees, or other persons relative to the services to be provided.

3.5 Performance Bond

A performance bond is: ☐ Required ☒ Not Required

If required, a performance bond approved by the City must be submitted by the successful proposer within ten days of the notification of the intent to award, in the amount of N/A % of the total amount of the proposal. The performance bond can be in the form of a cashier’s check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Such bond shall be approved as to form by the City Attorney.

3.6 Certificate of Insurance

Successful proposers are REQUIRED to submit the necessary certificate(s) of insurance and endorsements as called for in the contract’s General Provisions prior to award of the contract.

3.7 Business Operations Tax Certificate

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

To obtain information about the Business Operation Tax Certificate, contact the City of Sacramento Revenue Division at (916) 808-8500 or visit:

<http://www.cityofsacramento.org/Finance/Revenue/Business-Operation-Tax>

4 APPLICABLE ORDINANCES AND PROGRAMS

4.1 Local Business Enterprise (LBE) Five Percent (5%) Proposal Evaluation Preference

☒ The LBE 5% Preference is applicable to this Request for Proposals.

-or-

☐ The LBE 5% Preference is not applicable to this Request for Proposals.

-or-

☐ The LBE 5% Preference is not applicable to this Request for Proposals as the project is Federally-funded.

For contracts under \$250,000, firms that qualify as a local business enterprise (LBE) will receive a 5% preference on all City procurement opportunities. The prime proposer must qualify under the LBE to receive preference points and subcontractors may not be considered. For professional service contracts only, this preference also applies to procurement opportunities of \$250,000 or more.

A prime contractor that qualifies as an LBE shall receive additional points during the scoring process, so the final score awarded to the LBE is increased by 5% of the total possible evaluation points.

Detailed information about this program can be found in the City's LBE Policy, located at:

<http://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>

4.2 Local Business Enterprise (LBE) Participation Program

☐ The LBE Participation Requirement is applicable to this Request for Proposals.

-or-

☒ The LBE Participation Requirement is not applicable or has been waived for this Request for Proposals

-or-

☐ The LBE Participation Requirement is not applicable for this Request for Proposals as the project is Federally-funded.

The LBE Participation Program is applicable to non-professional, professional, and public project/construction contracts \$250,000 or more unless waived by the City Manager or the City Manager's designee. This program provides enhanced opportunities for the participation of qualifying business in the City's contracting and procurement activities. A minimum of 5% LBE participation is required. To receive credit for the 5% minimum participation requirement, proposers must either (a) be an LBE, or (b) subcontract with a qualified LBE. Proposers wishing to qualify for this requirement using subcontractors must submit the Subcontractor and Local Business Enterprise Participation Verification Form with their proposal.

Detailed information about this program and the Subcontractor and Local Business Enterprise Participation Verification Form can be found at: <http://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>

4.3 **SB 1383**

☐ Goods/services being requested on this solicitation qualify as Recovered Organic Materials and **will be subject to reporting requirements outlined in SB 1383.**

-or-

☒ SB 1383 requirements are **not applicable** to this solicitation.

Beginning January 1, 2022, SB 1383 requires cities and counties to procure annually a quantity of recovered organic waste products to meet their annual procurement target. These procurement requirements will strengthen California's green, self-sustaining economy. CalRecycle assigns an annual procurement target to each jurisdiction based on its population. Jurisdictions can fulfil their target by procuring any combination of the following recovered organic waste products:

- Compost
- Mulch
- Renewable Energy (Transportation Fuel, Heat, Electricity) from Anerobic Digestion and Electricity from Biomass Conversion.

Full regulatory requirements can be found at:

[https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IBB2CD6505B4D11EC976B000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IBB2CD6505B4D11EC976B000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default))

4.4 **Additional City Ordinances**

Information on additional ordinances may be found at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>

The Local Ordinance & Bid Preference Requirements Table outlines which ordinances apply to procurement contracts by type and dollar amount: <https://www.cityofsacramento.org/-/media/Corporate/Files/Finance/Procurement/contract-ordinances/Local-Ordinances-and-Bid-Preference-Requirements-Table.pdf?la=en>

5 EVALUATION PROCEDURE

5.1 Evaluation Process

The City should validate and evaluate all proposals received before the evaluation deadline specified in this RFP. All requirements identified in this RFP must be satisfied to ensure that a proposal will qualify for consideration.

5.2 Evaluation Categories and Scoring

ON-CALL CONCRETE REPAIRS FOR WATER STORAGE STRUCTURES 2024-2027

Firm: _____

Selection Committee Member: _____

Date of Review: _____

Selection Committee Member Signature: _____

Criteria*		Available Points**	Score
1.	Firm Qualifications	10	
2.	Personnel Qualifications Experience, Certifications, & Availability	35	
3.	Means & Methods	35	
4.	Equipment	10	
5.	References	10	
	Subtotal	100	
6.	LBE	5	
	Total	105	

* References shall supplement scoring in the appropriate criteria

** Total possible points must equal 105

LBE Participation (Only for agreements of \$250,000 or more)	Yes	No	Waived
Must meet or exceed 5% LBE participation to be responsive, unless LBE participation requirement is waived			X

5.3 Point System Used to Rank Proposals

A point system will be used to evaluate the proposals. The weight assigned to each criterion reflects what is most important to the success of the project to achieve the desired outcome. Pricing may not be the most important factor in all projects. Contract(s) will be awarded based on which proposal(s) are deemed to provide the best value to the City.

At the completion of the evaluation process, a total point value will be compiled for each proposal. The award recommendation(s), if any, will not necessarily be based on the lowest prices proposed; the award will be made to the proposer(s) determined to provide the best value to the City.

*If interviews are not conducted, the award will be based solely on the scores of the written proposals. If interviews are conducted, the award will be based on the combined scores for the written proposals and interviews.

6 ADMINISTRATIVE REQUIREMENTS

6.1 Electronic Proposal Document Availability

Official Electronic copies of this proposal document can be obtained only from the City of Sacramento's official online bid portal: <https://pbsystem.planetbids.com/portal/15300/portal-home>

Any additional information (Addenda, Q&A, etc.) pertaining to this proposal will also be found at the above link.

Proposal information obtained from third party sources will not be considered official and will not fulfill a proposer's responsibility for all official proposal information as posted on our official site at the link above. Documents obtained from such sources may be incomplete, resulting in responses that are rejected as incomplete and/or non-responsive.

6.2 Questions

All questions must be submitted electronically via the City's online bid portal prior to the Q&A Deadline:

<https://pbsystem.planetbids.com/portal/15300/portal-home>

Written responses to questions will be provided by the City as either an addendum or an email to all prospective proposers via the City's online bid portal.

If a question arises **after** the Q&A Deadline – it may be emailed to dhieter@cityofsacramento.org. If the department soliciting proposals determines a response is needed, it shall issue an addendum to the solicitation to re-open the Q&A period to allow the question to be asked and answered via the online bid portal and to allow other prospective proposers to submit additional questions for a limited period of time.

6.3 Proposal Submission

Proposals should be prepared simply and economically, providing straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this RFP. The emphasis should be on completeness and clarity of content. To expedite proposal evaluations, it is essential that the specifications and instructions contained in the proposal instructions are followed as outlined.

Responses to this RFP become the exclusive property of the City and may be reviewed and evaluated by any persons at the discretion of the City following the publication of an intent to award a contract or contracts.

6.4 Proposals Become Public Records

Upon execution of a contract by the selected consultant(s), all proposals received in response to this RFP shall be regarded as public records and will be disclosable upon receipt of a request for public disclosure pursuant to the California Public Records Act; provided, however, that if any information or elements of the proposal is set apart and clearly marked as "Trade Secret" or "Proprietary" when it is provided to the City, the City will give notice to the Proposer of the request for disclosure to allow the Proposer to seek judicial protection from disclosure.

Failure by the Proposer to take timely steps to seek judicial protection from disclosure shall constitute a complete waiver by the Proposer of any rights regarding the information designated as "Trade Secret" or "Proprietary" and such information may be disclosed by the City pursuant to applicable procedures under the California Public Records Act. Under no circumstances will City have any obligations to seek judicial protection from disclosure for any proposals or other materials submitted in response to this RFP.

The City has no liability for any disclosure, unless such disclosure is made in violation of a court order obtained by a Proposer or pertains to materials marked as "Trade Secret" or "Proprietary" for which the City failed to give the above notice.

6.5 Proposal Expenses

All Proposers responding to this RFP do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any Proposer for any costs incurred in preparing or submitting responses, for providing additional information when requested by the City, or for participating in any selection demonstrations or interviews, including pre-contract negotiations and contract negotiations. Proposers shall not include any such expenses as part of the price proposed in response to this RFP.

6.6 City Rights

The City reserves the right to decide that one proposer is more responsive than the others and to select that proposal based on a review of the proposal only.

The City reserves the right to reject individual employees of contractors, or proposed subcontractors, and request substitution without indicating any reason.

6.7 Late Proposals Not Accepted

A proposal is late if received at any time after the required submittal date and time. A proposal received after the specified time will not be considered and any hard copies will be returned to the proposer.

6.8 Proposal Questions

Any questions regarding form and content of your proposal per this RFP, should be sent to to the City's online bid portal: <https://pbsystem.planetbids.com/portal/15300/portal-home>

6.9 Proposal Modification

Proposals may be withdrawn or modified before the due date of submission for proposals. Electronic proposals may be withdrawn or modified through the City's online bidding platform. Hard copy proposals may be modified by delivering a written and signed request by the due date. A request for modification of the proposal after the due date will not be considered, including a representation that the proposer was not fully informed regarding any information pertinent to the proposal or the offer. The City shall not be responsible for or bound by any oral instructions, interpretations or information provided by the City or its employees other than the RFP contact.

6.10 Verbal Directions

No verbal conversations or agreement(s) with any officer, agent, or employee of the City shall affect or modify any terms or obligations of this RFP, or any contract resulting from this RFP.

6.11 Addenda and Supplements to RFP

If it becomes necessary to revise any part of the RFP, an addendum to the RFP will be provided to all known prospective proposers via the City of Sacramento's online bid portal PlanetBids.

<https://pbsystem.planetbids.com/portal/15300/portal-home>

It is the responsibility of the proposer to verify addenda and supplements up to the RFP submission date and time. Upon issuance, the terms of any addendum shall prevail over inconsistent provisions of earlier issued documentation.

RFP submittals missing acknowledgment of any addendum or information requested in this RFP may be considered non-responsive and the contractor may be eliminated from evaluation.

6.12 Withdrawal of Proposals

Unauthorized conditions, limitations, or provisions attached to a proposal may be cause for its rejection. No oral, telegraphic, or telephonic proposals or modifications will be considered. The proposal may be withdrawn upon request by the Proposer without prejudice to the Proposer prior to, but not after the time fixed for opening of proposals, provided that the request for withdrawal is in writing, has been executed by the Proposer or the proposal's duly authorized representative, and has been filed with the City.

6.13 Rejection of Proposals

The City of Sacramento reserves the right to reject any or all proposals received in response to this request, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the City. The City of Sacramento may at its discretion determine not to award a contract solely on the basis of this request for proposals and will not pay for the information solicited or obtained.

The City reserves the right to reject any or all proposals submitted, correct any technical errors in the RFP process, waive any irregularities in any proposal, negotiate with any of the proposers, accept other than the lowest fee offer, or enter into a subsequent agreement with another proposer if the originally selected proposer fails to execute its agreement with the City.

6.14 Proposal Variations in Service Delivery

It is recognized that each Proposer may have developed unique and typical methods of service delivery. It is not the City's intention to disqualify a Proposer due to variations in service delivery that do not adversely affect quality and performance. Any proposal offering services equivalent to or of better quality and performance than that requested, which provides the necessary service, will receive full consideration for an award.

6.15 Contract Negotiations

Contract negotiations may be undertaken simultaneously during the evaluation of proposals with the finalist(s) as determined by the City.

Final approval of contracts awarded for projects of \$250,000 or more will be made by the City Council.

No agreement is binding unless it is executed by authorized representatives of the City and the selected proposer.

6.16 Protest Procedure

Any protests are subject to the City's adopted protest procedure. A copy of the City's protest procedure is available at: <http://www.cityofsacramento.org/Finance/Procurement/Bid-Information>

6.17 Acceptance of Proposal

The contents of the proposal of the successful Proposer will become contractual obligations to be contained in a formal written agreement. Failure of successful Proposer to accept these obligations in a formal agreement may result in cancellation of the award. The City may require Proposers to participate in negotiations and submit price, technical, or other revisions to their proposal(s) resulting from such negotiations.

6.18 Selected Contractor Responsibilities

The selected contractor must commit a professional staff and an experienced Project Manager who will be responsible for coordinating the services with the City. Service shall be the best of its respective kind. All professionals shall be skilled, knowledgeable, and successfully experienced in all aspects of providing the required services.

6.19 Licenses

The Contractor shall be required to maintain any necessary licenses and shall comply with all Federal, State, and local laws, codes, and ordinances without cost to the City.

6.20 Non-Waiver of Defaults

Any failure by the City to enforce or require the strict keeping and performance of any of the terms and conditions of the contract, shall not constitute a waiver of such terms and conditions, nor shall it affect or impair the right of the City to avail itself of such remedies as it may have for any breach of the terms and conditions.

6.21 Business Operations Tax Certificate

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a Business Operations Tax Certificate and pay the applicable tax if necessary. The successful Proposer, and any subcontractors, will be required to show compliance with this requirement prior to the award of the contract. Information about the Business Operations Tax Certificate may be obtained from the City of Sacramento, Revenue Division, 915 I Street, New City Hall First Floor, Sacramento, CA 95814, or by telephone at (916) 808-8500.

6.22 Contractual Obligations

The standard City of Sacramento Professional Services Agreement includes, but is not limited to, the requirements shown in the contract. By submitting a proposal, the proposer is indicating they have reviewed the contract and are willing to comply with each provision attached. If the proposer wishes to negotiate any provision it must be indicated within the proposal. The City retains the discretion to accept or reject any proposed edits to the contract.

6.23 Payment Terms

Payment terms will be considered as Net 30 unless a cash discount for earlier payment is offered by the proposer. When prompt payment discounts are offered and accepted by the City, the calculated discount will be subtracted from the final proposed amount and the discounted amount will be used to determine lowest proposed cost. Discounts offered for payment in less than twenty (20) days will not be considered as a basis for award. Payment for services shall be in arrears.

6.24 Purchase Order

One or more purchase orders may be issued to the Contractor on behalf of the City department or division ordering goods covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter and will become of the contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period. If a contract is for a specific period and extends beyond the close of the City's fiscal year of June 30th, a second purchase order may be issued.

The purchase order does not supersede any provision of the contract. If purchase order terms conflict with the terms of the contract, the contract terms shall prevail. Performance time and dates are determined solely by the contract.

Delivery of material must not begin prior to the receipt of the purchase order.

6.25 Cooperative Purchasing

The use of any resulting contract may be extended to other government agencies and to other departments or divisions within the City of Sacramento. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency purchasing through its Contract and is not obligated or liable for such purchases, including, but not limited to, payment for any order placed by any other government agency.

6.26 Professional Services Agreement

The proposer(s) recommended for this award will be required to sign the Professional Services Agreement. The Agreement can be found at the following URL:

<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>

Proposers are responsible for reading and understanding the Professional Services Agreement's requirements, terms, and conditions prior to submitting their proposals.

ATTACHMENT 1

PROPOSAL SIGNATURE FORM

All firms must complete and sign this section and include it within their submittal response. Failure to complete and sign this section will result in rejection of the submittal.

Name of Firm: _____

Business Address: _____
(Street) (City) (State) (Zip Code)

Telephone: _____ **Fax:** _____

Type of Business

- ☐ Corporation
- ☐ Partnership
- ☐ Individual doing business under own name
- ☐ Individual doing business under firm name
- ☐ Joint Venture (Attach Joint Venture Agreement)

Federal Tax I.D. Number: _____

City of Sacramento Business Operations Tax Number: _____

*Mandatory if recommended for contract award.

Signature: _____ **Date Signed:** _____

Name & Title: _____

ATTACHMENT 2

EQUAL BENEFITS ORDINANCE DECLARATION OF COMPLIANCE

Name of Contractor: _____

Address: _____

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

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

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.

- g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuses to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future Contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
 6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
 8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

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

Signature:			
Printed Name:			
Title:		Date:	

ATTACHMENT 3

Local Business Enterprise (LBE)

5% LBE Preference Program

Note: Proposers must provide responses to the following items in order to qualify for the 5% preference. This should only be completed by the prime proposer.

LBE FIVE PERCENT (5%) PREFERENCE

For contracts under \$250,000, prime firms that qualify as an LBE will receive a 5% preference on all City procurement opportunities.

For professional service contracts only, this preference also applies to procurement opportunities of \$250,000 or more.

A prime contractor that qualifies as an LBE shall receive additional points during the scoring process, so the final score awarded to the LBE is increased by 5% of the total possible evaluation points.

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 county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of the proposal; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of proposal:
 - a. The LBE's principal business office or workspace; or
 - b. The LBE's regional, branch, or satellite office with at least one full-time employee located in the city or unincorporated county* of Sacramento.

Local Business Enterprise (LBE)

Is the firm submitting the proposal qualified as a local business enterprise? Check the appropriate box below:

☐ **YES** – the prime contractor submitting the proposal is qualified as a local business enterprise.

☐ **NO** – the prime contractor submitting the proposal is not qualified as a local business enterprise.

If the response to the above is YES:

Provide the City of Sacramento Business Operation Tax Certificate Number and/or County of Sacramento Business License Number:

If the response to the above is YES, a current copy of the City of Sacramento Business Tax Certificate and/or County of Sacramento Business License must be provided upon request.

If the response to the above is YES, provide qualifying business office or workspace address**:

* Unincorporated area" generally refers to the part of a county that is not part of any city. The unincorporated area of Sacramento County **does not include** the cities of Citrus Heights, Elk Grove, Folsom, Galt, Isleton, or Rancho Cordova. (See <https://www.saccounty.gov/Government/Pages/CitieswithintheCounty.aspx>).

**Address must be a physical address for the basis of location. This excludes P.O. Box addresses, etc.

Detailed information about the LBE 5% Preference Program can be found at:

<http://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>

ATTACHMENT 4. The LBE Participation Form is required, please fill out and return with proposal. The LBE Participation has been waived and the decision will not be based on this form.

Local Business Enterprise (LBE)

LBE Participation Program

Note: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

LBE FIVE PERCENT (5%) 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 local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, the City Council increased the LBE Preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, when the bid specifications for a city contract establish a minimum participation level for LBEs, no proposer on the contract shall be considered responsive unless its proposal meets the minimum LBE participation level required by the proposal specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code section 3.60.270, no proposer on this contract shall be considered responsive unless its proposal meets or exceeds this minimum participation level. To qualify for this requirement, proposers must either (a) be an LBE or (b) subcontract with a qualified LBE.

All information about this program can be found at: <http://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>

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 county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

3. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of the proposal; and
4. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of proposal:
 - a. The LBE's principal business office or workspace; or
 - b. The LBE's regional, branch, or satellite office with at least one full-time employee located in the city or unincorporated county of Sacramento.

Local Business Enterprise (LBE)

Does the proposal satisfy the local business enterprise participation requirement? Check the appropriate box below:

- ☐ **YES** – the prime contractor submitting the proposal is qualified as a local business enterprise.
- ☐ **SUBCONTRACTING** – the prime contractor is utilizing subcontractors or sub-tier suppliers who qualify as local business enterprises for more than 5% of the work.*
- ☐ **NO** – the prime contractor and the subcontractors or sub-tier suppliers are not qualified as a local business enterprise.

If the response to the above is YES:

Provide the City of Sacramento Business Operation Tax Certificate Number and/or County of Sacramento Business License Number:

And provide qualifying business office or workspace address (must be physical address for the basis of location – this excludes PO Boxes, etc):

*If utilizing subcontractors or suppliers to satisfy the minimum five percent (5%) LBE requirements, the **Subcontractor and Local Business Enterprise Participation Form** found at <http://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances> must be submitted with your proposal.



RFQ Q25141111301

ON-CALL CONCRETE REPAIRS FOR WATER STORAGE STRUCTURES

PROPOSAL

City of
SACRAMENTO

PULLMAN

SUBMITTED TO

CITY SACRAMENTO, CA
Submitted via Planetbid Portal

SUBMITTED ON

Monday, October 21, 2024

SUBMITTED BY

PULLMAN

David Clark

P: (707) 745-3800

E: dclark@pullman-services.com



October 21, 2024

City of Sacramento
Department of Utilities, Engineering and Water Resources
1395 35th Ave
Sacramento, CA 95822

RE: Q25141111301 – On-Call Concrete Repairs for Water Storage Structures

To Whom it May Concern:

Pullman SST, Inc. (PULLMAN) is pleased to present this proposal to serve as the City of Sacramento's partner for On-Call Concrete Repairs to the Department of Utilities' (DOU) Water Storage Structures.

Our proposed team includes industry-leader, STRUCTURAL TECHNOLOGIES, and TNT Industrial Contractors, Inc. (TNT), a local, *certified Local Business Enterprise (LBE)* in the City of Sacramento.

As you'll find throughout our proposal, our collaborative team is experienced working with the City of Sacramento (City) and successfully delivering challenging infrastructure repair projects. Our diversified team of experts meets and exceeds the requirements of the RFQ, is staffed and available to undertake this contract, and will continue to deliver high-quality, best-value concrete repair solutions to the City, DOU, your ratepayers and local communities.

We understand the City is facing significant challenges including aging infrastructure in need of renewal and a growing funding gap in the Capital Improvement Program (CIP). Meanwhile, the DOU is responsible to operate and maintain over 1,700 miles of distribution pipelines, 12 drinking water storage reservoirs, two surface-water treatment plants, and 32 groundwater wells to provide **safe, reliable, drinking water to half a million customers in a 100 square-mile service area!**

PULLMAN and STRUCTURAL TECHNOLOGIES work with public agencies throughout North America that are facing similar challenges. Working together, we specialize in developing creative solutions to **extend the service life** of our clients' water infrastructure. Our companies' mission is to **make structures stronger and last longer**. We will deliver this mission for DOU throughout the contract duration.

Many of the City's concrete water storage structures were constructed between 1940 and 1960. They have been in constant service for 60-80 years and need periodic repairs (planned and unplanned) to keep these critical water system facilities operational and meeting required levels of service. We are familiar with each of the structural deterioration methods described in the RFQ and we possess the expertise, capabilities, and means to repair them and more. **The PULLMAN/STRUCTURAL TECHNOLOGIES/TNT Team is local, capable, and responsive.** We are all accustomed to working in "On-Call" contracts and we are available for planned repairs and emergency response.

We are aligned with DOU's strategies and goals for **long-term infrastructure sustainability and reliability** and will help you achieve them. We understand DOU utilizes an asset management process to prioritize and rank infrastructure rehabilitation and replacement needs based on information collected through various elements such as criticality, condition assessment, master planning, and maintenance history. Our team is available to assist DOU with this process by performing activities such as detailed condition assessments, investigations and non-destructive testing (NDT), repair/rehabilitation



alternatives analysis and recommendations, material selection, cost estimating, design, construction, and quality assurance/quality control (QA/QC).

By selecting the PULLMAN/STRUCTURAL TECHNOLOGIES/TNT Team, the City will gain 30+ years of professional experience delivering concrete storage structure repair services. Additionally, this team has recently completed the following relevant and related projects for the City of Sacramento:

1. City Hall Parking Garage Fire Repairs (\$276k)

In 2023, during a tight timeline, PULLMAN and STRUCTURAL TECHNOLOGIES performed structural repairs to the concrete parking garage due to significant damage resulting from a fire. The scope included installation of shoring, repairs to the post-tensioning tendons, restoration of the post-tensioning system, concrete repairs, and application of specialized coatings. This project was completed on-time and under-budget.

2. Pioneer Reservoir Outfall Pipeline Urgent Repairs (\$1M)

In 2024, STRUCTURAL TECHNOLOGIES performed urgent structural rehabilitation of the 120-inch diameter reinforced concrete pipeline interior using Carbon Fiber Reinforced Polymer System (CFRP), concrete crack repairs via grout injection, and sealing pipe joints with epoxy mortar. The team mobilized in an emergency response, safely completed all confined space entries, ventilation and air quality monitoring, surface preparation, and dust and environmental controls.

3. Pump Outfalls Replacement Project – Package A – Rehabilitation of Sump 154 (\$225k)

In 2022, PULLMAN and STRUCTURAL TECHNOLOGIES partnered with TNT to perform upgrades to Sump 154 pump station including structural rehabilitation of the 30- and 36-inch welded steel pipelines via surface preparation of the pipe interiors and installation of CFRP.

PULLMAN's Northern California office will lead this contract. Proof of our California Contractor's Class A General Engineering license is included in **Appendix A – Required Forms**.

PULLMAN
6400 Goodyear Road
Benicia, CA 94510
David Clark | Branch Director
(707) 745-3800
dclark@pullman-services.com

PULLMAN is acknowledging the receipt of Addendum 1, dated September 25, 2024; Addendum 2, dated October 2, 2024; and Addendum 3, dated October 10, 2024.

I trust that you find our proposal informative and responsive. If you require any additional information or clarification of any elements, please contact me at (707) 745-3800. PULLMAN is available, local, and experienced—we look forward to the opportunity to continue working with the City of Sacramento as a trusted partner.

Sincerely,

David Clark

David Clark
Branch Director
PULLMAN's Authorized Representative

COMPANY OVERVIEW



PULLMAN

- Contractor License #866480
 - Class A – General Engineering
 - Class B – General Building
- Concrete Repair
- Pipe Rehabilitation
- Seismic Strengthening
- Post-Tensioning Repair
- Moisture Control & Waterproofing
- Concrete Corrosion Control & Protection
- Masonry Restoration

PULLMAN integrates technology-driven solutions into its industry-leading repair and maintenance services to make structures stronger and last longer.

Established in 1902, PULLMAN serves commercial, public, water/wastewater, power, industrial, and transportation clients both in the United States and internationally. As a signatory to local, national, and international labor agreements, PULLMAN has access to a large base of skilled craftsmen to supplement its own full-time workers in local offices across North America.

In addition, PULLMAN is a licensee of STRUCTURAL TECHNOLOGIES products and technical support services. Together the team integrates products, engineering support, repair and maintenance services to provide value-added solutions to owners, engineers and contractors.

Our Water/Wastewater Team is focused on developing solutions to restore critical pipelines, water and wastewater storage tanks, and treatment facilities and structures. From investigation to design and through construction, our subject matter experts support the solution-building and collaborative project delivery processes. We are actively engaged in organizations including Design-Build Institute of America, Water Collaborative Delivery Association, California Water Environment Association, AWWA Cal-Nevada Section, and the Northern California Pipe Users Group.

PULLMAN has the backing, bonding capacity, and technical support of one of the largest restoration contractors in the United States. As a subsidiary of Structural Group, Inc., the companies represent the largest provider of concrete repair services in the US and are recognized by *Engineering News-Record (ENR)* magazine's list as one of the Top 600 Specialty Contractors. PULLMAN employs an average of 800 craftworkers. We execute projects ranging from \$10K in maintenance repairs to \$30M in high-profile, multidisciplinary and complex infrastructure repairs. Furthermore, we have an industry-leading safety culture and EMR of .48.

Our team seamlessly integrates with project teams—including owners, building managers, engineers, and contractors—to plan all aspects of a project. From early design and constructability analysis through project sequencing and safety planning, PULLMAN is there, 365 days a year, to safely complete projects under the tightest schedules and in the toughest working conditions.

Our subcontractor, TNT Industrial Contractors, Inc. (TNT) (LBE/SBE/MBE) has over 20 years of general contracting experience including water/wastewater projects teamed with PULLMAN. TNT employs many welders who are local, available, and able to perform a wide range of scopes of work. TNT and their highly skilled welders have extensive training and certifications from the ASME and the National Board that exceed the minimum requirements of the RFQ. A TNT company overview is included in Appendix C.

PERSONNEL QUALIFICATIONS

Our key personnel proposed for this on-call contract have extensive experience performing assessments and repairing concrete, working on potable water systems, working in confined spaces, as well as successfully managing projects. Our core team is local, available, and accustomed to working “on-call” and on emergency basis. The local team is supported by PULLMAN’s and STRUCTURAL TECHNOLOGIES’ national resources and subject matter experts. Collectively, this multidisciplinary team is ready to work with the City of Sacramento’s Department of Utilities (DOU) and address any issues that arise with your water storage tanks.

The following table identifies each of our proposed team members, their role, and highlights the experience they bring to the City for this contract. Detailed resumes for each team member are included in Appendix B.

<u>Key Personnel & Title</u>	<u>Years of Exp.</u>	<u>Project Role</u>
Richard Sanders, <i>Project Director</i> (PULLMAN)	22	Project Director – Richard brings extensive experience successfully managing projects throughout Northern California including damage assessment, concrete repairs, expansion joint repairs, steel/rebar repairs, post-tension (PT) repairs and installation of carbon fiber reinforced polymer systems (CFRP). Richard will be responsible for the overall management of this on-call contract and will serve as the primary point of contact for the DOU.
Ricardo Valbueno, <i>Project Manager</i> (PULLMAN)	31	Project Manager – Ricardo will work closely with the Richard to manage the contract including the scoping, development, cost estimating, and management of individual task orders authorized by DOU. Ricardo is local to Northern California and brings his expertise in concrete repairs and the use of industrial sealants, coatings, and other chemical applications.
Andrew Wing, <i>Construction Manager</i> (PULLMAN)	21	Construction Manager – Andrew is skilled in concrete repair and restoration work including strengthening, PT, CFRP, sealants, coatings, and general construction. He is local to Northern California and will be responsible for site safety, environmental controls and monitoring, surface preparation verification, and construction quality assurance/quality control.
Jesus Rojas, <i>Superintendent</i> (PULLMAN)	18	Superintendent – Jesus has been with PULLMAN’s Northern California operation for over 18 years and has gained experience and expertise in concrete repairs, strengthening, application of waterproofing and other coatings. He will be responsible to lead the field teams and perform the scopes of work defined in each task order.
David Harris, <i>Foreman</i> (PULLMAN)	32	Subject Matter Expert: Coatings – David has over 32 years of industry experience in the use and installation of specialty coatings. He is a certified applicator of many coating manufacturers and is familiar with site preparation, equipment, and safety requirements for installation of coatings in a variety of settings, including confined spaces. He is local to Northern California and will be involved in task orders including installation and/or repair of coatings to develop and implement solutions.

<u>Key Personnel & Title</u>	<u>Years of Exp.</u>	<u>Project Role</u>
Jesse Krpan, Superintendent (TNT)	22	Certified Welder – Jesse is an expert welder with experience working for the City of Sacramento on water projects such as the Water Treatment Plants Upgrade Phase 2 and the Outfall Piping Project Upgrade. He is based in Sacramento and has numerous trainings and certifications including ASME Qualified Weld Supervisor and the National Board of Boiler & Pressure Vessel Inspectors Type “R” for Repair and Alterations. Jesse will be the welding superintendent for this on-call contract.
Brandon Keezer, Project Director (PULLMAN)	20	Subject Matter Expert: Drinking Water Infrastructure Repair – Brandon has managed several multi-year, task order-based projects working with repair of water and wastewater structures and pipelines. He is intimately familiar with AWWA Drinking Water standards and regulations and development of dewatering, de-chlorination, disinfection, and return-to-service plans.
Jonah Kurth, Engineering Director (STRUCTURAL TECHNOLOGIES)	20	Subject Matter Expert: Engineering and Condition Assessment – Jonah leads the engineering team for STRUCTURAL TECHNOLOGIES focused on condition assessments and service life extension of concrete structures and civil infrastructure. Jonah and his team will support the local PULLMAN team for this on-call contract.

*Each of our listed personnel meet the following minimum requirements of the RFQ:

1. At least 5 Years Commercial Concrete Structure Repairs
2. At least 5 Years Potable Water System Structures
3. Familiarity with AWWA Standards and Regulations
4. Confined Space Trained

MEANS & METHODS

The following is our response including proposed means and methods we would use to complete the task and questions posed in the RFQ:

A critical drinking reinforced concrete water storage tank (15-MG capacity, with 30-ft high ceilings) was found to have a significant crack that has formed in the ceiling. Shutdown restrictions limit access to the tank to a 4-week period in the middle of winter, including ability to complete the assessment of the crack and any invasive testing.

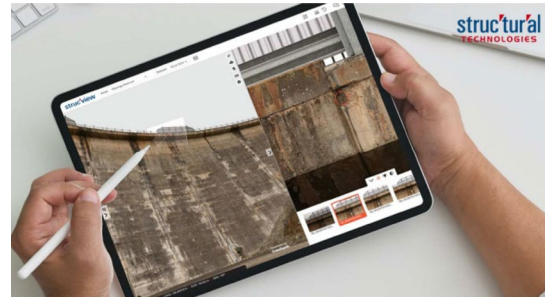
What is the approach taken for completing the assessment and repair recommendations within an expedited time frame?

In general, for each task order in this on-call contract, PULLMAN, working collaboratively with STRUCTURAL TECHNOLOGIES, TNT, and DOU's Operations, Maintenance, and Engineering personnel, would perform some or all of the following activities: review of available background materials; detailed investigation and testing to determine scope and limits of the repairs; preliminary engineering; alternatives analysis; shoring system/s selection and design; cost estimating; schedule development; detailed design; review and approvals; construction; QA/QC; and commissioning. Depending on schedule, these activities can and will be expedited as we have demonstrated in our performance of previous urgent repair projects for the City and DOU, such as the Pioneer Reservoir Outlet Pipeline Rehabilitation.

We would begin with a detailed review of the available as-builts, record drawings, O&M records, engineering reports or studies, and history of previous repairs to the 15MG tank and/or issues at the site. Then we'd plan and perform an exterior inspection of the tank to gain as much information as possible to

prepare in advance of the seasonal shutdown period. Depending on the original tank design and construction, the crack in the ceiling may represent different root causes. For example, if the tank has a domed roof, the distress on the ceiling could be caused by loss of prestress in the circumferential dome ring. Or, if the tank has a flat roof and is column-supported, the crack could represent loss of flexural capacity within the roof slab. We'd look for possible ways to temporarily shore or support the structure to reduce risk of an unplanned shutdown of the tank.

The exterior inspection would begin with an unmanned aerial vehicle (UAV, i.e. drone) inspection of the tank. Our proprietary Struc'view modeling capability uses photogrammetry to stitch the photographs into a 3D model for office-based inspection and tagging of external defects. The exterior visual inspection would be supplemented by a close-up, hands-on inspection, using lifts and/or existing access. We'd perform an array of non-destructive testing such as acoustic sounding, GPR and rebar scanning, to assess the structure's actual condition, determine limits of the repairs, and obtain key measurements including crack width, steel reinforcing size, type, spacing, and roof slab thickness.



Following the inspections, STRUCTURAL TECHNOLOGIES' in-house engineers and subject matter experts would review all the data and findings from the field and prepare recommended repair approaches for review with the construction team and DOU. These steps will be completed on an expedited timeframe. The approaches will focus on design-build solutions that factor in considerations for cost, schedule, safety, needs for access, design-life of the repair and materials, ability for rapid return-to-service with high-strength repair materials, and minimizing the duration of the outage window. The team will explore repair methods that can be executed from the exterior of the tank, such as surface-applied with FRP wraps or external post-tensioning, that limit the need to access the tank interior.

How would the Firm approach a repair that required reinforcing the rebar and repairing the full thickness of the concrete in the supporting wall and the ceiling over an 80-sqft localized area, while ensuring the repair can be done within the available timeline?

We would first identify the critical path for scopes of work that must be performed during the shutdown. These scopes of work would be prioritized, and all other scopes moved ahead of the outage window, if possible. Mobilization would include pre-positioning of access and repair equipment, stocking of repair materials, and initial onboarding for field crews as necessary. The Owner would be apprised of all planning throughout the process and engaged for scheduling.

Once the tank is dewatered and made available for repair work to begin, we would take the following general steps to execute the concrete repair: Per the confined-space entry plan and permit, access and inspect the interior of the tank.

1. Install access platforms or scaffolding as required to safely access the area.
2. Inspect the area to be repaired to ensure that the repair plan aligns with the plan that was developed prior to the outage. Identify and clearly mark the limits of repair as well as embedded items, including reinforcing and prestressing strands, that are not to be damaged during concrete removal.

3. Similar to what we did for the City of Sacramento Parking Garage Fire Damage Repair project, our first step was to assess any safety risks that would impact the work area. In this case, we needed to address the shoring needs and requirements for the structure. The proper repair method included full depth concrete repair to access and address damaged post-tensioned tendons which required splicing in new strands. The PT splices and full depth concrete repair openings were performed from the topside of the slab. To keep the parking garage open during repair, our team with the assistance of STRUCTURAL TECHNOLOGIES, created a shoring plan to address the load requirements and installed accordingly. As part of our safety protocol, our team installed the necessary barricades and delineations to ensure others could not access repairs while work was being performed.



4. Sawcut the repair perimeter and demolish concrete using state-of-the-art wet method dustless equipment. Demolition will involve removing damaged concrete and surrounding areas to ensure only sound concrete remains by following proper ACI/ICRI techniques.
5. Prepare and clean the substrate concrete and the existing reinforcement to ensure bond between the original substrate and the repair material.
6. Install supplemental reinforcing per repair details.
7. Place high-quality, early-strength gain and shrinkage-compensating repair concrete within the formed cavity areas using "Form and Pump" and/or "Form and Pour" techniques.
8. If a coating is to be restored on the interior of the tank, once the concrete cures, spray-apply NSF/ANSI 61 coatings and linings to the interior.
9. Demobilize access platforms and scaffolding from the job-site.
10. Clean and disinfect tank for return to service.

Throughout the project, the project team will be monitoring risks such as:

- Structural stability of the tank
- Impacts to schedule related to unforeseen conditions or inclement weather

Being a drinking water storage tank, list some of the additional precautions that would be taken before/during/after the repair to ensure an expedited return to service.

Prior to starting the work, as part of the pre-planning phase, our team will work with City to test and confirm the operability of all existing valves that critical to the draining, filling, and isolation of the drinking water storage tank. Also, during the planning phase, our team will confirm that all construction materials planned to be installed in areas with direct contact to potable water have NSF61 approval. All materials and work performed will be in accordance with AWWA standards.

If required, PULLMAN will develop a tank dewatering plan including activities such as de-chlorination and disposal as we did throughout our Water Reservoir Maintenance Contract for the Great Lakes Water Authority in Detroit, Michigan. For reference, we have attached a sample dewatering plan in the Appendix C.

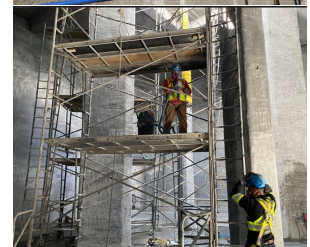
Prior to performing work inside the tank, we will install debris nets and closures on openings and pipes within the tank to limit debris and dust from entering other systems. During the repair work, we'll use heavy-duty tarps underneath the work area and underneath scaffolding mudsills to protect the tank bottom and allow for easier cleaning. We'll regularly remove debris from work platforms and the tank interior throughout the repair work execution. As we did with the Alameda Reservoir Roof Replacement

project for the Alameda County Water District in the Bay Area, we'll designate a "clean" zone for the work, where PPE for use inside the tank would be donned by the crews. Workers would wear disposable Tyvek suits for each shift and wear clean rubber boots that are not used for walking outside the "clean" area to limit the amount of mud and other debris that is tracked into the tank.

Once the repair work is completed, inspected, tested, and signed off on for QA/QC, we'll implement an approved cleaning, disinfection, chlorination, and sampling/testing plan to prepare to return the tank to service. The plan and all work including sampling, testing, and handling of disinfection water will be done in accordance with AWWA 652 and the City's requirements.

EQUIPMENT

- **Safety Equipment**
 - Air handlers (negative air machines) and accessories (hoses, etc.) – OWNED
 - Personal air monitors (4 gas, etc.) – OWNED
 - Task lighting – OWNED
 - Rescue equipment (tripods, etc.) – OWNED
- **Access Equipment**
 - Pipe system scaffold – OWNED
 - Motorized equipment (scissor lifts, high reach, etc.) – RENT
- **Concrete Assessment Equipment**
 - Schmit hammer – OWNED
 - GPR scanners – OWNED
 - Moisture meters – OWNED
 - Drone – OWNED
- **Coating Equipment**
 - Paint sprayers – OWNED
- **Generators**
 - Multiple portable generators – OWNED
- **Environmental control equipment**
 - Dehumidifiers – RENT
 - Air exchange – RENT
 - Small heating equipment – OWNED
 - Large heating equipment – RENT
- **Surface prep equipment**
 - Electric and pneumatic hand tools (chipping guns, grinders, etc.) – OWNED
 - Sand blasting equipment (air compressors, sand pots, etc.) – OWNED
 - Hydro blasting equipment – RENT
- **Excavation equipment**
 - Bobcat – OWNED
 - Dump trailer – OWNED
 - Other motorized equipment – RENT



REFERENCES

Alameda County Water District – Alameda Reservoir Roof Replacement | Fremont, CA



PULLMAN

structural
TECHNOLOGIES

Scope: The Alameda County Water District needed to replace the roof and seismically upgrade the Alameda Reservoir, a 1.5 Million Gallon (MG) drinking water storage tank. PULLMAN's contracted scope of work included: confined space entry; repair concrete cracks along entire perimeter of the tank; concrete repairs to the interior tank floor; concrete surface preparation; and installation of fiber reinforced polymer (FRP) systems to seismically strengthen each of the tanks 105 columns supporting the new roof; install NSF 61-approved protective coatings.

Completion: May 2024

Duration of Contract: 2 Months

Value: \$286,000

Reference: Thompson Builders Corporation
Henry Wang, Project Manager
(415) 456-8972

Key Personnel: Ricardo Valbuena (PM)
Andrew Wing (CM)
Jesus Rojas (Superintendent)
Juan Rivera (Foreman)

El Dorado Irrigation District – WAS & DAFT Rehabilitation | El Dorado Hills, CA



PULLMAN

TNT
INDUSTRIAL CONTRACTORS INC.

Scope: The concrete structure and mechanical equipment within the tank had deteriorated over time. PULLMAN's contracted scope of work included performing concrete and expansion joint repairs to the interior and exterior faces of the tank's concrete walls, removing and replacing the sloped concrete floor of the tank to accommodate the new screed blades.

Completion: January 2024

Duration of Contract: 2 Years

Total Project: \$1,600,000

Reference: Herwitt Engineering
Gregory Harris, Construction Manager
(925) 672-6599

Key Personnel: Rick Sanders (PM)
Andrew Wing (CM)
Jesus Rojas (Superintendent)
Felipe Romo (Foreman)

City of San Mateo – Treatment Plant Expansion | San Mateo, CA



Scope: The City of San Mateo is upgrading its entire wastewater treatment facility. PULLMAN's contracted scope of work included: confined space entry; pipeline repairs and installing internal joints seals in 215 LF of buried 54" diameter steel effluent pipeline; concrete repair and epoxy coating of entire chlorine contact channel; and miscellaneous concrete repairs and coatings within the pump pit.

Completion: Ongoing

Duration of Contract: TBD

Value: \$1,000,000

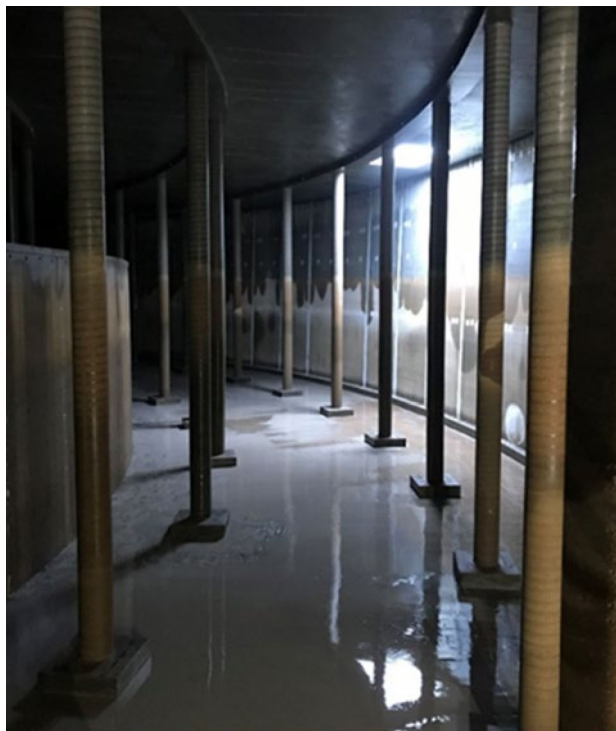
Reference: Sundt Construction
Doug Lenz, Project Executive
(480) 231-9714

Key Personnel: Rick Sanders (PM)
Andrew Wing (CM)
Jesus Rojas (Superintendent)
Angel Buenrostro (Foreman)

PULLMAN

struc^{tural}
TECHNOLOGIES

Great Lakes Water Authority – 2019 Water Reservoir Maintenance Contract | Detroit, MI



Scope: PULLMAN served as the general contractor responsible to rehabilitate 10 drinking water storage reservoirs located throughout GLWA's service area. PULLMAN performed comprehensive services, including: preparing each site and reservoir for confined space entry; dewatering, sediment removal, power wash of interior surfaces and maintaining dewatered conditions throughout construction; inspection and condition assessment of each reservoir; performed variety of repairs including concrete repairs, installation of roofing system, masonry wall repointing, expansion joint repairs, crack repairs, welding, and other work items on as-needed basis; quality assurance/quality control; cleaning, disinfection, and preparation for reinstating back into service.

Completion: December 2024

Duration of Contract: 5 Years/60 Months

Value: \$21,600,000

Reference: Great Lakes Water Authority (GLWA)
Grant Gartrell, Project Engineer
(313) 926-8139

PULLMAN

Key Personnel: Brandon Keezer (PM)

Fairfield-Suisun Sewer District – Digester PT Repairs | Fairfield, CA



PULLMAN

struc'tural
TECHNOLOGIES

Scope: The concrete digester experienced partial failure of the prestressed dome edge ring supporting the roof. PULLMAN's scope of work included: the demolition and removal of the failed ring beam; partnering with STRUCTURAL TECHNOLOGIES on the design, installation and application of a new, shotcrete encased external post-tensioned cable system. The new ring beam is 311' in circumference and houses 12 individual post-tensioned tendons.

Completion: March 2024

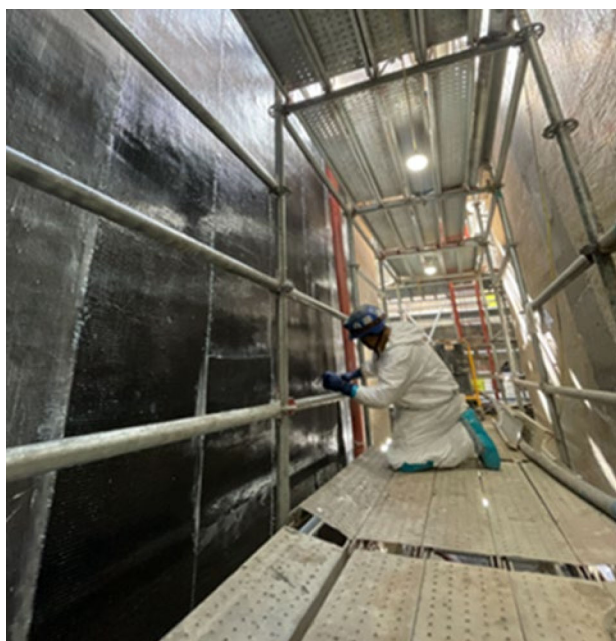
Duration of Contract: 6 Months

Value: \$580,000

Reference: Fairfield-Suisun Sewer District
Karl Ono, Senior Engineer
(707) 428-9129

Key Personnel: Rick Sanders (PM)
Andrew Wing (CM)
Jesus Rojas (Superintendent)
Bryan Sanchez (Foreman)

San Francisco Public Utilities Commission – New Headworks Facility | San Francisco, CA



PULLMAN

struc'tural
TECHNOLOGIES

Scope: This project included structural repairs to the existing influent and effluent channels connecting to SFPUC's new Headworks Facility. PULLMAN's contracted scope of work included: concrete repairs to the channel walls; installation of 12,000 square feet of fiber reinforced polymer (FRP) to strengthen the channel's concrete walls; installation of specialty coatings. All work was performed safely in confined spaces.

Completion: July 2023

Duration of Contract: 24 Months

Value: \$1,360,000

Reference: Sundt and Walsh JV
Samuel L. Reidy, Project Executive
(916) 830-8000

Key Personnel: Ricardo Valbuena (PM)
Andrew Wing (CM)
Jesus Rojas (Superintendent)
Juan Rivera (Foreman)

East Bay Municipal Utility District – Repairs to Secondary Reactors 7 & 8 | Oakland, CA

Scope: EBMUD was in the process of upgrading the Secondary Reactors and needed to modify the structural slab to create new openings to connect to the pump station. PULLMAN's contracted scope of work included: concrete repairs, surface preparation, and installation of 900 square feet of fiber reinforced polymer (FRP) to strengthen the slab and reinforce the openings. All work was performed safely in confined spaces.

Completion: November 2023

Duration of Contract: 2 Months

Value: \$185,000

Reference: Mountain Cascade
Scott Norgren
(925) 373-8370

Key Personnel: Ricardo Valbuena (PM)
Andrew Wing (CM)
Jesus Rojas (Superintendent)
Juan Rivera (Foreman)

PULLMAN**struc'tural**
TECHNOLOGIES

CONFLICT OF INTEREST

Pullman SST, Inc. does not have any conflicts of interest regarding the project for 2024 On-Call Concrete Repairs for Water Storage Structures. This includes any interests with respect to the firm, its' employees, or other persons relative to the services to be provided.



APPENDIX A REQUIRED FORMS

ATTACHMENT 1

PROPOSAL SIGNATURE FORM

All firms must complete and sign this section and include it within their submittal response. Failure to complete and sign this section will result in rejection of the submittal.

Name of Firm: Pullman SST, Inc.

Business Address: 6400 Good Year Road, Benicia, CA 94510
(Street) (City) (State) (Zip Code)

Telephone: 707-745-3800 **Fax:** 707-745-3900

Type of Business

- ☒ Corporation
- ☐ Partnership
- ☐ Individual doing business under own name
- ☐ Individual doing business under firm name
- ☐ Joint Venture (Attach Joint Venture Agreement)

Federal Tax I.D. Number: 22-3270937

City of Sacramento Business Operations Tax Number: 1026302

*Mandatory if recommended for contract award.

Signature:  **Date Signed:** 10/21/2021

Name & Title: David Clark, Assistant Secretary

ATTACHMENT 2

PAYMENT DISCOUNT

PAYMENT DISCOUNT:

Will you offer a prompt payment discount?

Yes [☐] or No [☒] (Net 30 days)

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

When prompt payment discounts are offered, the calculated discount will be subtracted from the final proposal amount and the discounted amount will be used to determine lowest price. Discounts offered for payment in less than twenty (20) days will not be considered as a basis for award.

ATTACHMENT 2

EQUAL BENEFITS ORDINANCE DECLARATION OF COMPLIANCE

Name of Contractor: Pullman SST, Inc.

Address: 6400 Good Year Road, Benicia, CA 94510

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

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

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.

- g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuses to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future Contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
 6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
 8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

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

Signature:			
Printed Name:	David Clark,		
Title:	Assistant Secretary	Date:	10/21/2024

ATTACHMENT 3

Local Business Enterprise (LBE)

5% LBE Preference Program

Note: Proposers must provide responses to the following items in order to qualify for the 5% preference. This should only be completed by the prime proposer.

LBE FIVE PERCENT (5%) PREFERENCE

For contracts under \$250,000, prime firms that qualify as an LBE will receive a 5% preference on all City procurement opportunities.

For professional service contracts only, this preference also applies to procurement opportunities of \$250,000 or more.

A prime contractor that qualifies as an LBE shall receive additional points during the scoring process, so the final score awarded to the LBE is increased by 5% of the total possible evaluation points.

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 county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of the proposal; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of proposal:
 - a. The LBE's principal business office or workspace; or
 - b. The LBE's regional, branch, or satellite office with at least one full-time employee located in the city or unincorporated county* of Sacramento.

Local Business Enterprise (LBE)

Is the firm submitting the proposal qualified as a local business enterprise? Check the appropriate box below:

☐ **YES** – the prime contractor submitting the proposal is qualified as a local business enterprise.

☒ **NO** – the prime contractor submitting the proposal is not qualified as a local business enterprise.

If the response to the above is YES:

Provide the City of Sacramento Business Operation Tax Certificate Number and/or County of Sacramento Business License Number:

If the response to the above is YES, a current copy of the City of Sacramento Business Tax Certificate and/or County of Sacramento Business License must be provided upon request.

If the response to the above is YES, provide qualifying business office or workspace address**:

* Unincorporated area" generally refers to the part of a county that is not part of any city. The unincorporated area of Sacramento County **does not include** the cities of Citrus Heights, Elk Grove, Folsom, Galt, Isleton, or Rancho Cordova. (See <https://www.saccounty.gov/Government/Pages/CitieswithintheCounty.aspx>).

**Address must be a physical address for the basis of location. This excludes P.O. Box addresses, etc.

Detailed information about the LBE 5% Preference Program can be found at:

<http://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>

ATTACHMENT 4. The LBE Participation Form is required, please fill out and return with proposal. The LBE Participation has been waived and the decision will not be based on this form.

Local Business Enterprise (LBE)

LBE Participation Program

Note: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

LBE FIVE PERCENT (5%) 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 local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, the City Council increased the LBE Preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, when the bid specifications for a city contract establish a minimum participation level for LBEs, no proposer on the contract shall be considered responsive unless its proposal meets the minimum LBE participation level required by the proposal specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code section 3.60.270, no proposer on this contract shall be considered responsive unless its proposal meets or exceeds this minimum participation level. To qualify for this requirement, proposers must either (a) be an LBE or (b) subcontract with a qualified LBE.

All information about this program can be found at: <http://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>

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 county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

3. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of the proposal; and
4. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of proposal:
 - a. The LBE's principal business office or workspace; or
 - b. The LBE's regional, branch, or satellite office with at least one full-time employee located in the city or unincorporated county of Sacramento.

Local Business Enterprise (LBE)

Does the proposal satisfy the local business enterprise participation requirement? Check the appropriate box below:

- ☐ **YES** – the prime contractor submitting the proposal is qualified as a local business enterprise.
- ☐ **SUBCONTRACTING** – the prime contractor is utilizing subcontractors or sub-tier suppliers who qualify as local business enterprises for more than 5% of the work.*
- ☒ **NO** – the prime contractor and the subcontractors or sub-tier suppliers are not qualified as a local business enterprise.

If the response to the above is YES:

Provide the City of Sacramento Business Operation Tax Certificate Number and/or County of Sacramento Business License Number:

And provide qualifying business office or workspace address (must be physical address for the basis of location – this excludes PO Boxes, etc):

*If utilizing subcontractors or suppliers to satisfy the minimum five percent (5%) LBE requirements, the **Subcontractor and Local Business Enterprise Participation Form** found at <http://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances> must be submitted with your proposal.

▼ Contractor's License Detail for License # 866480

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 10/3/2023 1:24:44 PM

Business Information

PULLMAN SST INC
10150 OLD COLUMBIA ROAD
COLUMBIA, MD 21046-1274
Business Phone Number:(800) 899-1016

Entity Corporation
Issue Date 10/26/2005
Expire Date **10/31/2025**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [A - GENERAL ENGINEERING](#)
- ▶ [B - GENERAL BUILDING](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [FIDELITY AND DEPOSIT COMPANY OF MARYLAND](#).

Bond Number: 9016853

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **9165314** for ROBERT ALAN CHARLES in the amount of **\$25,000** with [FIDELITY AND DEPOSIT COMPANY OF MARYLAND](#).

Effective Date: 01/01/2023

[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [A I U INSURANCE COMPANY](#)

Policy Number: WC063724480

Effective Date: 07/01/2023

Expire Date: 07/01/2024

[Workers' Compensation History](#)

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.



APPENDIX B RESUMES

Resume

Richard Sanders

PULLMAN

Project Director

Project Role: Project Director

Background Experience:

Richard Sanders has over 22 years of industry experience. His previous roles and responsibilities as a field technician, superintendent, and project manager have exposed him to all facets of project management and implementation. He is experienced in managing projects from \$5,000 to over \$16,000,000.

Areas of Expertise:

- Concrete Repairs
- Damage Assessment
- Crack Sealing
- Expansion Joint Repair and Sealing
- Coatings
- Steel/Rebar Repair
- Carbon Fiber Reinforced Polymer (FRP)
- Wood & Steel Window Restoration
- Façade Restoration (Masonry, Concrete, & Stucco)
- Historic Restoration
- Brick Concrete Repair
- Pointing & Caulking
- Waterproofing
- Carpentry
- Painting

Professional Participation:

- FRP Training
- ACI
- ICRI

Certifications:

- Post Tensioning Institute (PTI) – Level 1 Installer
- Scaffold Institute of America –
 - Scaffold competent person
 - Suspended scaffold competent person
- HILTI – Powder Actuated Fastener Competent Person

Past Positions:

- PULLMAN – Project Director – 2022-Present
 - Project Manager – 2012 - 2022
 - Project Engineer – 2009-2012
- R&J Coatings and Waterproofing – Superintendent – 2004-2009
 - Field Technician – 2002-2004

Project Experience:

- **Digester #1 Structural Repair Project**, Fairfield, CA (2023) – *Project Manager* – This Strengthening project was for a digester tank and included the removal and reinstallation of the

EDUCATION:

- Bachelor of Science, in Civil Engineering, – University of Central Florida

TRAINING:

- OSHA 30
- CPR/First Aid
- AED Instructor

YEARS OF EXPERIENCE:

- 22 years

YEARS WITH FIRM:

- 14 years

CREDENTIALS

✓ 5 years commercial concrete structure repairs on water storage structures

✓ 5 years of work on potable water system structures

✓ Familiarity with AWWA standards and regulations

✓ Confined Space Trained

Resume

post-tensioned ring beam around the tank circumference. Scope included installation of temporary PT strands for shoring, and removal and reinstallation of waterproofing membranes at roof and supernatant box – \$579,716.

- **El Dorado Hills WWTP WAS DAFT Rehabilitation Project**, El Dorado Hills, CA (2023) – *Project Manager* – The digester tank at the WWTP required concrete and expansion joint repairs to interior & exterior faces of tank walls. Crews also removed and replaced sloped concrete at the bottom of tank to accommodate new screed blades – \$90,625.
- **SFPUC – New Treasure Island Wastewater Treatment Plant**, San Francisco, CA (2024) – *Project Manager* – waterproofing of tank walls via chemical grout injection – \$72,000.
- **Santa Barbara Courthouse**, Santa Barbara, CA, (2022) – *Project Manager* – The scope of work involved historic façade and window restoration. Crews performed repairs to concrete, stucco, and cast stone. Repairs were also made to four finials and two required complete replacement. In addition, the team restored 35 wood windows, seven wood doors, and 12 steel windows. – \$339,953
- **University of California Berkeley Giannini Hall**, Berkely, CA (2019) – *Project Manager* – Contracted to perform the repairs on the exterior faces of 214 steel windows. The team removed all loose existing coatings, and then recoated the windows using an industrial coating. The existing paint contained lead, so the team implemented a lead program, designed to monitor lead exposure and mitigate any lead hazards, and a site-specific plan to ensure the safety of the crew, the tenants, and the public. – \$281,800
- **Senator Hotel Office Building**, Sacramento, CA (2018) – *Project Manager* – The scope of work included restoring 520 wood windows and wooden flagpoles. The crew removed the sashes from the wood windows for refurbishment, which were then fitted with weather-stripping. All window frames were repaired on site. Crews performed cement plaster patch and crack repairs and removed and replaced a precast concrete water table. In addition, the team removed and replaced precast concrete decorative elements, repaired a decorative sheet metal cornice and painted all surfaces. – \$3,507,000
- **Alcatraz Cell House Restoration and Strengthening**, San Francisco, CA (2017) – *Project Manager* – Concrete restoration of the historic Cell House on Alcatraz Island. Installation of impressed current cathodic protection for corrosion control. Seismic retrofit of support columns throughout structure. Installation of elastomeric waterproofing membrane for façade preservation. – \$6,100,000
- **Ritz Carlton Philadelphia Stabilization and Historic Preservation**, Philadelphia, PA (2014) – *Project Manager* – Stabilization and preservation of marble façade and parapet wall. Façade repairs include quality craftsmanship such as crack stitching, Dutchman repairs, Jahn patching, and installation of helical anchors. Parapet repairs include complete demolition, new structural steel support, masonry reconstruction, copper flashings, and reinstatement of precast Greek key design around entire perimeter. – \$928,303
- **Liberty Place Plaza**, Philadelphia, PA (2015) – *Project Manager* – Construction of redesigned exterior entry plaza at Philadelphia's exclusive observation deck. Scope included complete demolition of existing plaza, hot-applied subgrade waterproofing to structural deck, installation of protection slab, installation of paver system, installation of marble planters, and repairs to existing marble façade and aluminum storefront. – \$828,878
- **Love Park Parking Garage**, Philadelphia, PA (2016) – *Project Manager* – Philadelphia's largest subgrade parking structure located beneath historic Love Park. Scope included 12,000 SF of partial depth, full depth, and overhead concrete slab repairs as well as repairs to structural columns and beams. – \$1,437,020

Ricardo A. Valbuena

PULLMAN

Project Manager

Project Role: Project Manager

Background Experience:

Ricardo Valbuena has over 31 years of experience in the construction industry specializing in strengthening and the application of sealants and protective coatings. He has worked on municipal, commercial and industrial projects and has been certified in the application of multiple industrial sealants, waterproofing coatings and other chemical applications.

Areas of Expertise:

- Structural Reinforcing with Fiber Reinforcing Polymers (Fiberwrap/FRP)
- Concrete Spall Repair
- Concrete Crack Epoxy Injection Repair
- Concrete Resurfacing
- Waterproofing Membranes and Traffic Coatings
- Application and Installation of Sealants
- Installation of Expansion Joint Systems
- Chemical Grouting

Past Positions:

- Project Manager – PULLMAN – 2022 - Present
- President/CEO – FDT Structural Specialties LLC. – 2018 - 2022
- Sr. Project Manager – FD Thomas Inc. – 2012 – 2018
- Project Manager/Estimator – Lotus General Contractor, Inc. – 1998 - 2012
- Foreman – Orza Enterprises – 1993 - 1998

Certifications:

- Simpson Strong-Tie
- Milliken
- Fyfe
- Sika
- BASF
- Tremco
- Grace
- Neogard
- Pacific Polymers
- Emseal
- Lyntal
- Gaco
- Webac
- DeNeef

EDUCATION:

- Associate of Science in Automotive Technology & Design University of Industrial Technology, Caracas-Venezuela

TRAINING:

- OSHA 30
- CPR/First Aid

YEARS OF EXPERIENCE:

- 31 years

YEARS WITH FIRM:

- 2 years

CREDENTIALS

√ 5 years commercial concrete structure repairs on water storage structures

√ 5 years of work on potable water system structures

√ Familiarity with AWWA standards and regulations

√ Confined Space Trained

Resume

Project Experience:

- **Alameda Reservoir Roof Replacement**, Fremont, CA (2024) – *Project Manager* – The Alameda County Water District needed to replace the roof and seismically upgrade the Alameda Reservoir. Crews repaired cracks in the perimeter of the tank, along with concrete repairs to the interior and several columns. – \$285,900
- **SFPUC Headworks – SEWPCP New Headworks**, San Francisco, CA (2023) – *Project Manager* – Scope – \$1,357,716
- **East Bay Municipal Utility District Secondary Reactors 7 & 8**, Oakland, CA – (2023) – *Project Manager* – EBMUD was making modifications to the pump station facilities and needed to add new slab openings to the secondary reactors. Crews performed concrete repairs and added approximately 900 Sf of FRP strengthening to reinforce the openings. – \$184,562
- **US50 Overpass, Sacramento**, CA (2023) The project scope included strengthening of approximately 90 columns of the US50 overpass in the City of Sacramento using FRP. Crews applied a protective coating to the columns

Andrew Wing

PULLMAN

Construction Manager

Project Role: Construction Manager

Background Experience:

Andrew Wing has over 21 years as a construction craftworker, Foremen, Superintendent and Construction Manager. He has experience on projects in the construction industry such as water/wastewater, transportation, OSHPD, Army Corp, NPS and others.

Areas of Expertise:

- Concrete repair and Restoration
- Strengthening
- Sealants/Coatings
- Historic Restoration
- Masonry
- General Contracting

Certifications:

- PMMA Waterproofing
- Confined Space Competent Person
- Silica Competent Person
- Scaffold Competent Person
- Trenching/Excavating Certification

Past Positions:

- Construction Manager – PULLMAN – August 2021-Present
- Superintendent – Alten Construction – 2015– 2021
- Crew Member – New Century Builders – 2011-2015

Project Experience:

- **San Mateo Expansion WWTP**, San Mateo, CA (Ongoing) – *Construction Manager* – The scope of work for this project included spall repairs, chemical grout injections, 2,300 SF of epoxy coating of CCT channel wall, 54-inch pipeline rehabilitation, relining of 60-LF of steel pipe joints – \$1,002,399
- **CCCSD Aeration Basins Diffuser, Phase 1**, Martinex, CA (Ongoing) – *Construction Manager* – The scope of work for this tank project included epoxy injection concrete repairs, chemical grout injections, strengthening of concrete with the application of 8,000 SF of CFRP and 12,100 SF of CSS Vwrap FPS coating – \$810,050
- **Alameda Reservoir**, Fremont, CA, (2024) – *Construction Manager* – Strengthening of reservoir roof columns involving installation of CFRP wrapped around existing columns – \$285,900
- **Fairfield Suisun FSSD**, Fairfield, CA, (2024) – *Construction Manager* – 100 ft diameter tank Digester tank repair, removal of existing post tension cables on ring beam. Installed new cables and shotcrete ring beam recoating of influent box and roof of tank. – \$500,000
- **Brentwood WWTP**, Brentwood CA (2024) – *Construction Manager* – The project included replacing 1,600 LF of Sikadur Combiflex SG-System expansion joints in the basins and the processing canals at the WWTP in Brentwood. – \$90,000
- **East Bay Municipal Utility District Secondary Reactors 7 & 8**, Oakland, CA (2023) – *Construction Manager* – Concrete repair and CFRP strengthening of 16 columns in 2 underground digester tanks – \$800,000

TRAINING:

- OSHA 30
- CPR/First Aid

YEARS OF EXPERIENCE:

- 21 years

YEARS WITH FIRM:

- 3 years

CREDENTIALS

✓ 5 years commercial concrete structure repairs on water storage structures

✓ 5 years of work on potable water system structures

✓ Familiarity with AWWA standards and regulations

✓ Confined Space Trained

Resume

- **SFPUC New Headworks**, San Francisco, CA (2023) – *Construction Manager* – Strengthening of existing channel with CFRP and CFRP anchors – \$1,357,716
- **El Dorado Hills WWTP WAS DAFT Rehabilitation Project**, El Dorado Hills, CA (2023) – *Construction Manager* – The 50 ft diameter digester tank at the WWTP required concrete and expansion joint repairs to interior & exterior faces of tank walls. Crews also removed and replaced sloped concrete at the bottom of tank to accommodate new screed blades – \$90,625
- **Willows Courthouse Renovation and Repair**, Willows, CA (2023) – *Construction Manager* – The historic courthouse repair and restoration project included restoration to the unreinforced brick façade, wood window restoration, balustrade replication and stucco. – \$869,825
- **Santa Barbara Courthouse**, Santa Barbara, CA (2022) – *Construction Manager* – The project was for the façade and window restoration of the historic courthouse. Repairs to concrete, stucco, and cast stone. Repairs were made to four finials and two required complete replacement. In addition, the team restored 35 wood windows, seven wood doors, and 12 steel windows. – \$339,953

Resume

Jesus Rojas

PULLMAN

Superintendent

Project Role: Superintendent

Background Experience:

Jesus Rojas has over 18 years of experience in industrial, commercial, and residential construction. He started his career as an apprentice and has gained experience in a wide range of construction fields. His commitment to safety and quality has helped him to advance to positions of leadership throughout his career.

Areas of Expertise:

- Strengthening with CFRP
- Concrete Repairs / Concrete Crack Repair
- Coatings
- Waterproofing
- Pointing and Caulking
- Brick Repair
- Historic Restoration
- Carpentry
- Painting
- Carbon Fiber Reinforced Polymer (FRP)
- Wood and Steel Window Restoration
- Historic Restoration
- Façade Restoration including Masonry, Concrete, and Stucco

Professional Participation:

- BAC Local 3 – Duration: 12+ years – Status: Journeyman

Certifications:

- FRP Training
- Confined Space Competent Person
- Scaffold Competent Person
- Suspended Scaffold Competent Person
- Metallizing
- ACI Certified Adhesive Anchor Installer
- Post Tensioning Institute – Level 1 Installer
- Hilti – Powder Actuated Fastener Competent Person
- Terra Cotta Restoration

Employment History:

- PULLMAN – Foreman – 2013 – Present
 - CFRP Technician – 2011 – 2013
 - Waterproofing Specialist – 2006 – 2012

Project Experience:

- **San Mateo Expansion WWTP**, Fremont, CA (Ongoing) – *Superintendent* – The Alameda County Water District needed to replace the roof and seismically upgrade the Alameda Reservoir. Crews repaired cracks in the perimeter of the tank, along with concrete repairs to the interior and several columns. – \$1,002,399

TRAINING

- OSHA 30
- CPR / First Aid certified

YEARS OF EXPERIENCE

- 18 years

YEARS WITH FIRM

- 18 years

CREDENTIALS

√ 5 years commercial concrete structure repairs on water storage structures

√ 5 years of work on potable water system structures

√ Familiarity with AWWA standards and regulations

√ Confined Space Trained

Resume

- **Digester #1 Structural Repair Project**, Fairfield, CA (2023) – *Superintendent*– This Strengthening project was for a digester tank and included the removal and reinstallation of the post-tensioned ring beam around the tank circumference. Scope included installation of temporary PT strands for shoring, and removal and reinstallation of waterproofing membranes at roof and supernatant box – \$579,716.
- **El Dorado Hills WWTP WAS DAFT Rehabilitation Project**, El Dorado Hills, CA (2023) – *Project Manager* – The digester tank at the WWTP required concrete and expansion joint repairs to interior & exterior faces of tank walls. Crews also removed and replaced sloped concrete at the bottom of tank to accommodate new screed blades – \$90,625.
- **Mount Umunhum Radar Tower**, Los Gatos, CA (2021) – *Superintendent* – PULLMAN was contracted to repair the radar tower listed on the Santa Clara County Heritage Resource Inventory. Over 1,000 SF of concrete repair along with a large-scale skim coat repair and 28,000 SF of elastomeric exterior coatings were applied. An additional scope included rebuilding a section of the building using concrete masonry units (CMU). PULLMAN was able to complete the project on time and under budget without any OSHA recordables. – \$440,433
- **Senator Hotel Office Building**, Sacramento, CA (2018) – *Superintendent* – Crews restored the 8-story building on the National Register of Historic Places. The scope of work included restoring 520 wood windows and wooden flagpoles. PULLMAN removed the sashes from the wood windows for refurbishment, which were then fitted with weather-stripping. All window frames were repaired on site. The team performed cement plaster patch, crack repairs, removed and replaced a precast concrete water table. In addition, the team removed and replaced precast concrete decorative elements, repaired a decorative sheet metal cornice, and painted all surfaces. – \$3,507,000
- **Napa County Courthouse Historical Earthquake Repair**, Napa, CA (2018) – *Superintendent* – PULLMAN was contracted to stabilize and preserve the historic structure. The scope of work involved a unique application of seismic retrofit technology, CMU installation, brick patching, brick crack repair, and concrete header installation. The team provided fabric-reinforced cementitious matrix (FRCM) installation, crack injection, and masonry cleaning as well. – \$2,800,000
- **Alcatraz Cell House Restoration and Strengthening**, San Francisco, CA (2017) – *Foreman* – The project required seismic retrofit of support columns throughout structure, historic concrete repair/restoration, dowel installation, beam replacement/enlargement of the Cell House on Alcatraz Island. The scope of work also involved installation of impressed current cathodic protection for corrosion control. In addition, crews performed pumping/pouring new beams, column enlargement, brick restoration, and installed an elastomeric waterproofing membrane. – \$6,100,000
- **Sacramento Valley Station, Phase 2**, Sacramento, CA (2016) – *Foreman* – Crews performed masonry cleaning, brick repointing, terra cotta repair, bisque repair, grout matching, parge sill repair, and window lintel replacement. The team provided the owner with mockups and solutions for the terra cotta repair and stain removal on the brick. For the masonry cleaning and brick stain removal, crews developed plans with the City for capturing and draining contaminated water from washing of the masonry elevations. – \$1,100,00

David Harris

Foreman

Project Role: Subject Matter Expert – Coatings

Background Experience:

David Harris has over 30 years of experience working with coatings in the construction industry. He is experienced in the logistics required to work with industrial coatings including the equipment, acquisition of materials as well as the safety requirements for installation. He is also He maintains certifications in the application of multiple industrial coatings.

Areas of Expertise:

- Industrial Coatings
- Surface Preparation
- Abrasive Blasting
- Hazardous Materials Communications

Professional Participation:

- Painters Union Local 85

Certifications:

- Confined Space
- Hazard Communications
- Scaffolding and Fall Protection
- Lead Abatement
- Certified Applicator for
 - SIKA
 - Utilithane
 - United Coatings
 - Nepoxy
 - Tnemec
 - Carboline
 - T-Lock Certified

Past Positions:

- Field Supervisor – PULLMAN – 2022-Present
- Service Supervisor – Warren Construction & Roofing, Inc. – 2012-2021
- Paintings & Coatings Foreman – Quality Industrial Coating, Inc. – 2012-2014
- Coatings Manager – Lotus General Contractors, Inc. – 2011-2012
- Foreman/Painter – NCLC – 2011-2011
- President – Armored Coatings, Inc. – 2005-2011
- Foreman – Lotus General Contractors, Inc. – 2003-2004
- Superintendent – Harding ESE – 2000-2002
- Foreman – Ray Higdon Construction of Hawaii – 1996-2000
- Journeyman Painter – Robert McMullan & Sons of Hawaii – 1992-1996

Project Experience:

- **CCCSD Aeration Basins Diffuser, Phase 1**, Martinex, CA (Ongoing) – *Foreman* – The scope of work for this tank project included epoxy injection concrete repairs, chemical grout injections,

TRAINING:

- OSHA 40 Hax-woper
- First Aid/CPR

YEARS OF EXPERIENCE:

- 32 years

YEARS WITH FIRM:

- 2 years

CREDENTIALS

√ 5 years commercial concrete structure repairs on water storage structures

√ 5 years of work on potable water system structures

√ Familiarity with AWWA standards and regulations

√ Confined Space Trained

Resume

strengthening of concrete with the application of 8,000 SF of CFRP and 12,100 SF of CSS Vwrap FPS coating – \$810,050

- **San Francisco Public Utilities Commission – New Headworks Facility**, San Francisco, CA (2023) – *Foreman* – This project included structural repairs to the existing influent and effluent channels connecting to SFPUC's new headworks facility. Services included concrete repairs and the installation of 12,000 SF of fiber reinforced polymer (FRP) strengthening along with the application of specialty coatings. – \$1,360,000



Established 1991

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Superintendent/Weld Supervisor – Jesse Krpan - TNT Industrial Contractors Inc.

Professional Affiliations/Certifications

Plumber and Pipefitters Apprenticeship Program
Plumber and Pipefitters Local Union #447
California State Pipe Trades
Certified Rigger
Orbital Welding Certificate
Pro-press/Mega-press certified
Aqua-therm certified
Polypropylene butt and socket fusion certified
ASME Qualified Weld Supervisor
OSHA 30
HDPE Fusion Welding
First Aid/CPR AED
ISNET World Safety Trained
Boom truck operator certification
Skytrack Scissor Lift/Gradall Telescopic Forklift/Warehouse Forklift

Mr. Krpan brings over 22 years of craft experience supervising various commercial and industrial piping projects, from small boiler plant upgrades to large power plant turnovers. Mr. Krpan has performed work for food processing facilities, refineries, co-generation plants, wastewater/water treatment plants, hydroelectric plant and compressed natural gas facilities. For this project Mr. Krpan will coordinate all work on site to assure the project is built to the plans and specifications. Mr. Krpan is fluent in English.

Past projects and Responsibilities of Mr. Krpan include:

Superintendent/General Foreman – Ethos Energy Power Plant - SPA – Annual Turnover
Superintendent/General Foreman – Manteca PG&E Compressed Natural Gas Project
Superintendent/General Foreman – Aerojet UV Disinfection Project
Superintendent/General Foreman – City of Sacramento Water Treatment Plants Upgrade Phase 2
Superintendent/General Foreman – City of Sacramento Outfall Piping Project Upgrade
Superintendent /General Foreman – NCPA Cogeneration Plant ASME Code Repair Projects
Superintendent/General Foreman – El Dorado Irrigation District flow meter upgrade project
Superintendent/General Foreman – Capital Commerce Center CPVC drain piping project

References –

- 1) Mark Serra – Capital Commerce Center – 916-494-2638
- 2) Bal Singh – Aerojet Rocketdyne- Senior Engineer – 916-355-5949
- 3) Roger Lairy – Ethos Energy – 916-391-2993

Brandon Keezer

PULLMAN

Project Director

Project Role: Subject Matter Expert – Drinking Water/Storage Tanks

Background Experience:

Brandon Keezer has over twenty years of industry experience in the commercial, public and industrial markets. He is responsible for project management, estimating, safety, subcontractor management, supplier negotiations and resource management.

Areas of Expertise:

- Concrete Repair
- Concrete and section enlargements
- Strengthening and CFRP
- Post-tension repairs

Certifications:

- Confined Space Training
- Design Build Institute of America Certification (DBIA)

Past Positions:

- Project Manager – PULLMAN –2016-Present
- Civil Engineer - AKS Engineering & Forestry – 2014-2015
- Project Manager STRUCTURAL – 2007-2014
- Civil Designer - Midwestern Consulting – 2004-2007

Project Experience:

- **GLWA 7 Mile / Nevada Pipeline Progressive Design-Build for 48" Transmission Main Renewal**, Detroit, MI (2023) – *Project Manager* – This progressive Design-Build project for the renewal of a 48" Transmission Main included dewatering services, an inspection and survey. The team provided the client with liner options, an evaluation\design, and budgeting for the for the repairs. – \$13,000,000
- **GLWA 14 Mile 48"/54" PCCP – Emergency Pipeline Repairs**, Detroit, MI (2023) – *Project Manager* – This internal standalone pipeline repair included the installation of 632 LF of within the 48" and 54" PCCP. – \$4,900,000
- **GLWA GBH Pipeline**, Detroit, MI (2022) – *Project Manager* – This progressive Design-Build project for the renewal of a 48" Transmission Main included dewatering services, an inspection and survey. The team provided the client with liner options, an evaluation\design, and budgeting for the for the repairs. – \$4,000,000
- **City of Winnipeg WWTP – External Pipe Wrap**, Manitoba, Canada (2022) – *Project Manager* – External standalone pipeline repair installed on 1,600 LF of steel pipe return activated sludge lines. – \$5,000,000
- **GLWA 14 Mile 42" PCCP – Emergency Pipeline Repairs**, Detroit, MI (2021) – *Project Manager* – Internal standalone pipeline repair installed within 160 LF of 42-inch PCCP. – \$1,400,000

EDUCATION:

- Bachelor of Science in Civil Engineering—University of Michigan

TRAINING:

- OSHA 30

YEARS OF EXPERIENCE:

- 20 years

YEARS WITH FIRM:

- 16 years

CREDENTIALS

√ 5 years commercial concrete structure repairs on water storage structures

√ 5 years of work on potable water system structures

√ Familiarity with AWWA standards and regulations

√ Confined Space Trained

Resume

- **GLWA 14 Mile 48" PCCP Emergency Pipeline Repairs**, Detroit, MI (2021) – *Project Manager* – Internal standalone pipeline repair installed within 320 LF of 48-inch PCCP – \$3,000,000.
- **TVWD NW Walker Water Main Upgrade**, City, OR (2015) – *Project Manager* – Lead designer for replacement of 4,000 LF of 12-inch ductile iron main and underground stream crossing. – \$300,000
- **City of Milwaukie Stanley Ave Stormwater Replacement**, Milwaukie, OR (2015) – *Project Manager* – Lead designer for replacement of one mile of storm sewer, including survey, hydraulic analysis, and design documents. – \$250,000

Jonah C. Kurth

STRUCTURAL TECHNOLOGIES

Engineering Director

Project Role: Subject Matter Expert – Engineering and Condition Assessment

Background Experience:

Jonah Kurth leads STRUCTURAL TECHNOLOGIES' Last Longer Engineering group. He is experienced in providing turnkey condition assessment, repair design, and construction period services for existing structures across industrial, nuclear power generation, transportation, and commercial markets. He focuses on understanding deterioration mechanisms and service life extension for reinforced concrete structures.

Areas of Expertise:

- Condition Assessment
- Repair and Rehabilitation Design
- Service Life Extension
- Nondestructive Evaluation

Professional Registrations:

- Professional Engineer: IL, AZ, FL, GA, ID, LA, MD, ND, NV, TN, TX
- Structural Engineer: IL, GA, UT

Professional Affiliations:

- American Concrete Institute (ACI)

Technical Committees:

- ACI 562 – Code Requirements for Assessment, Repair and Rehabilitation of Existing Concrete Structures, subcommittee chair and voting member
- ACI 357 - Offshore and Marine Concrete Structures, voting member
- ACI 563 – Specification for Repair of Structural Concrete in Buildings, subcommittee member

Past Positions:

- STRUCTURAL TECHNOLOGIES, Maryland – 2018-present
- Wiss, Janney, Elstner Associates, Illinois – 2008 -2018

Project Experience (* with previous firm):

- **EGA Wet Gas Scrubbers, UAE (2023) – Project Engineer** – Responsible engineer for full-compartment concrete liner design for a seawater-based scrubbing unit. Construction: \$4,000,000
- **Compass Minerals Silo Repairs, Ogden, UT (2023) – Project Engineer** – Responsible engineer for repair phasing and oversight of temporary works during construction. Construction: \$20,000,000
- **Palo Verde Generating Station, Tonopah, AZ (2023) – Project Engineer** – Engineering project manager for repair design of Essential Spray Pond Walls for Units 1, 2, and 3. Construction: \$20,000,000

EDUCATION:

- Bachelor of Science in Engineering, Civil Engineering University of Michigan, 2006
- Master of Science, Civil Engineering, Georgia Institute of Technology, 2008

YEARS OF EXPERIENCE:

- 16 years

YEARS WITH FIRM:

- 6 years

CREDENTIALS

✓ 5 years commercial concrete structure repairs on water storage structures

✓ 5 years of work on potable water system structures

✓ Familiarity with AWWA standards and regulations

✓ Confined Space Trained

- **Marathon Mandan Sulfur Pit FB66** (2023) – *Project Engineer* – Responsible engineer for structural liner and replacement precast roof panels. Construction value: Construction: \$2,000,000
- **Turkey Point Nuclear Generating Station** (2023) – *Project Engineer* – Technical oversight and engineering support for multiple condition assessment and concrete repair projects. Construction: \$20,000,000
- **S-Chem Cooling Tower, Jubail, KSA** (2021) – *Project Engineer* – Technical reviewer for repair approach of 10-year-old truncated cone cooling tower with severe corrosion-related concrete deterioration. Fees: \$2,000,000
- **DTE Fermi 2, Monroe, MI** (2021) – *Project Engineer* – Project manager and inspector for structures monitoring program inspections at facility during 2020 refueling outage. Fees: \$1,000,000

Publications:

- ElBatanouny, Mohamed K., Elizabeth I. Nadelman, Jonah C. Kurth, Ahmad Abu-Hawash, and Paul D. Krauss. *Optimum Timing for Application of Sealers or Polymer Overlays on New Bridge Decks*. No. 18-06129. 2018.
- Kurth, Jonah C., and John S. Lawler. "Inland Wharves-Challenges of Service Life Modeling." In *CORROSION 2017*. NACE International, 2017.
- Kurth, Jonah C., Paul D. Krauss, Jonathan C. McGormley, and James Harper. "Accelerated Corrosion Study of Direct-Fixation Fasteners." In *CORROSION 2015*. NACE International, 2015.
- Kurth, Jonah C., and John S. Lawler. "Service life modeling: an assessment tool for existing concrete structures." In *CORROSION 2013*. NACE International, 2013.
- Donnelly, James P., John S. Lawler, Nathaniel S. Rende, Paul D. Krauss, Jonah C. Kurth, and Remy D. Lequesne. *I-129 Missouri River Bridge Deck Condition Assessment Using Non-Destructive Testing Methods*. No. SPR 90-00-RB20-011. 2012.
- Lawler, John S., Paul D. Krauss, Jonah Kurth, and David McDonald. "Condition survey of older west Virginia bridge decks constructed with epoxy-coated reinforcing bars." *Transportation Research Record* 2220, no. 1 (2011): 57-65.

APPENDIX C

ADDITIONAL INFORMATION

1. TNT Overview
2. Struct'View Brochure
3. Sample PULLMAN Dewatering Plan





INDUSTRIAL CONTRACTORS INC
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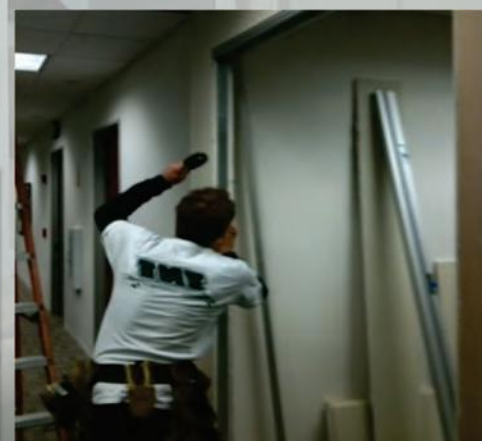
Facility Maintenance

- Site Improvements
- 24-Hour, On Call Emergency Service



Tenant Improvements

- Design / Build Construction
- Turn Key Construction
- Building Renovations



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Our Story Commitment

TNT Industrial Contractors, Inc. values strong business relationships, and our goal is to work with you and add you to our ever-growing family of clients that lead our industry. We have built our 20-year experience on the quality of our work and the priorities of our clients. Your professional reputation is as important to us as it is to you. We appreciate this opportunity to share with you our many facets of general construction services.

TNT specializes in turn key projects including; commercial, tenant improvements, and the industrial markets. We self-perform mechanical, heavy industrial and commercial projects in the power generation, food and beverage processing, high technology, computer, waste water/water treatment, chemical, and aerospace industries as well as the commercial building markets.

TNT can manage every aspect of your project: new construction, design/Build, site improvements, tenant improvements, metal buildings, facility maintenance, miscellaneous fabrication, installation and repair of process piping, tanks, plumbing, boilers, conveyors, packaging, HVAC, and specialized processing equipment. We also offer 24-hour, on-call, and emergency services.

Our highly qualified management and field superintendent staff have an impressive history in the general, commercial, and industrial construction industries. We have specialized experience in the major commercial campuses, industrial plants, food processing facilities, water and waste water facilities, power plants and wineries in the Sacramento, Stockton, Fresno, and Bay Area regions.

TNT Industrial Contractors, Inc. maintains superior qualified employees on our regular payroll: local carpenters - experienced in all areas of commercial construction including, specialty doors, door hardware, and all types of commercial tenant improvements; pipefitters - ASME certified for code boiler, pressure vessel, and power piping work, qualified to weld all types of metal and plastic pipe; sheet metal workers, millwrights - experienced in conveyor and production line fabrication, platform fabrication and installation, and repair.

We are fully insured, bonded and licensed, and have earned meritorious accreditations for our excellence in quality and professionalism.

Please take a few minutes to browse through our company portfolio, and after we have had an opportunity to sit and discuss any future projects, we are confident you will add TNT Industrial Contractors, Inc. to your list of qualified bidders and maintenance suppliers.

I will contact you this week to set up a meeting, or if you prefer to meet sooner, please call me on my personal number, 916-354-8400.

Thank you for taking the time to consider our company and I look forward to meeting you.

Sincerely,

Josh Twist, president
TNT Industrial Contractors, Inc.
A California Corporation



- ASME and National Board Certified

TNT Industrial Contractors, Inc. is certified to build, repair, and alter pressure vessels and repair and alter boilers per ASME Section VIII, and NBIC pressure vessel codes. We are also certified to fabricate and install pressure piping per ASME B31.1 and B31.3 piping codes. All of our welding is done to ASME Section IX.

Our ASME and National Board Certifications are as follows:

"R" Stamp to Perform Alterations and Repairs to Power Boilers and Pressure Vessels.

We have weld procedures for the following materials:

Carbon Steel, Stainless Steel, Chrome Moly P-11/P-22/P-91, Nickel 200/201, Monel 400 & R-405, Hastelloy (all alloys), Nicofer 6025HT, Inconel (all alloys), Carpenter 20, 20Mo6, HR120, SM2035, Haynes Alloy 20, AL6X, AL6XN, JS700, Incoloy (all alloys), VDM 1925, 25-6Mo, Zirconium.



Parts

Parts for High Pressure Steam and High Temperature Hot Water Boilers

Parts for Low Pressure Steam and Hot Water Boilers

Repairs

Repairs and or Alterations to High Pressure Boilers

Repairs and or Alterations to Low Pressure Boilers

Repairs and or Alterations to Pressure Vessels

Piping

Process Piping for General Building Service

Code Required Certified Piping for High Pressure Boilers

Full Certification details can be found on our website: tntindustrial.com



3800 Happy Lane, Sacramento, CA 945827
Business: (916) 395-8400 | Fax: (916) 395-8429
tntindustrial.com

Facebook.com/TNT Industrial TNT
CA Contractors Lic. No 622974 | NV Contractors Lic. No. 0072754



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Process Projects

TNT Industrial Contractors, Inc. provides design, installation, and service for process piping systems, process skid fabrication, and mechanical equipment installation services in California and Nevada.

TNT has the expertise to support the highly specialized mechanical structural steel needs of commercial and industrial customers, from precision machinery installation, to complex conveying and material handling systems.

TNT serves the power generation, industrial manufacturing, microelectronics, petrochemicals, biopharmaceuticals, commercial services, food and beverage industries, health care, power generation, pulp and paper, chemical, manufacturing, refinery and petrochemical industries.

- Piping
- Conveyance



NATIVE AMERICAN
Owned and Operated



CA Contractors Lic. No 622974
NV Contractors Lic. No 0072754

916.395.8400
tntindustrial.com



COMMITTED TO CUSTOMER EXCELLENCE

We provide the highest quality workmanship to all our clients

Aerojet General
Beringer Wine Estates
Blue Diamond Growers
California American Water Company
California Highway Patrol
California State
University Sacramento
Campbell Soup Supply Company
CB Richard Ellis
Charles Krug Winery
Clo Du Bois Winery
Coca Cola
Core Logic
Defense Micro Electronics Activity
Delta Dental
General Dynamics
General Mills
Golden State Water Company
High Technologies Packaging
Jones Land LaSalle
Kings River Conservation District
Montevina Winery
Nalco Chemical
National Park Service
Northrop Grumman Corporation
Point West Corporate Plaza
Proctor & Gamble Mfg. Co.
Raytheon Technical Services Company
Siemens Power Corporation
SMUD Co-Generation Plants
Tsakopoulos Investments
U.C. Davis Medical Center
U.S. Air Force-Beal Air Force Base
U.S. Army Corps of Engineers
Vision Service Plan (VSP)

Blue Diamond Growers Project...

Blue Diamond Growers Almond Dryer - TNT designed, shop fabricated, and field erected two each complete turnkey fully automated almond dryers, including eight conveyors, three bucket elevators, and four each thirty horsepower fans with six million BTU natural gas burners with modulating valves, a dump pit and a reversible infeed conveyor.

Each unit is capable of drying approximately one half a million pounds of almonds a day. TNT performed all mechanical aspects of this project for two each almond dryers. This project was completed in sixty work days.



TNT INDUSTRIAL CONTRACTORS INC.

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CA Contractors Lic. No 622974 | NV Contractors Lic. No. 0072754

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 16199

Legal Business Name:

TNT INDUSTRIAL CONTRACTORS INC

Doing Business As (DBA) Name 1:

TNT INDUSTRIAL CONTRACTORS INC

Doing Business As (DBA) Name 2:

Address:

3800 HAPPY LANE

SACRAMENTO

CA 95827

Email Address:

jtwist@tntindustrial.com

Business Web Page:

<http://www.tntindustrial.com>

Business Phone Number:

916/395-8400

Business Fax Number:

916/395-8429

Business Types:

Construction , Service

Certification Type	Status	From	To
SB-PW	Approved	08/18/2022	02/28/2025

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

SUPPLIER CLEARINGHOUSE

CERTIFICATE OF ELIGIBILITY



CERTIFICATION EXPIRATION DATE: March 15, 2025

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

TNT Industrial Contractors, Inc.
Minority Business Enterprise (MBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 7GN00014

DETERMINATION DATE: March 15, 2022

The next level of managing assets with Struc'View

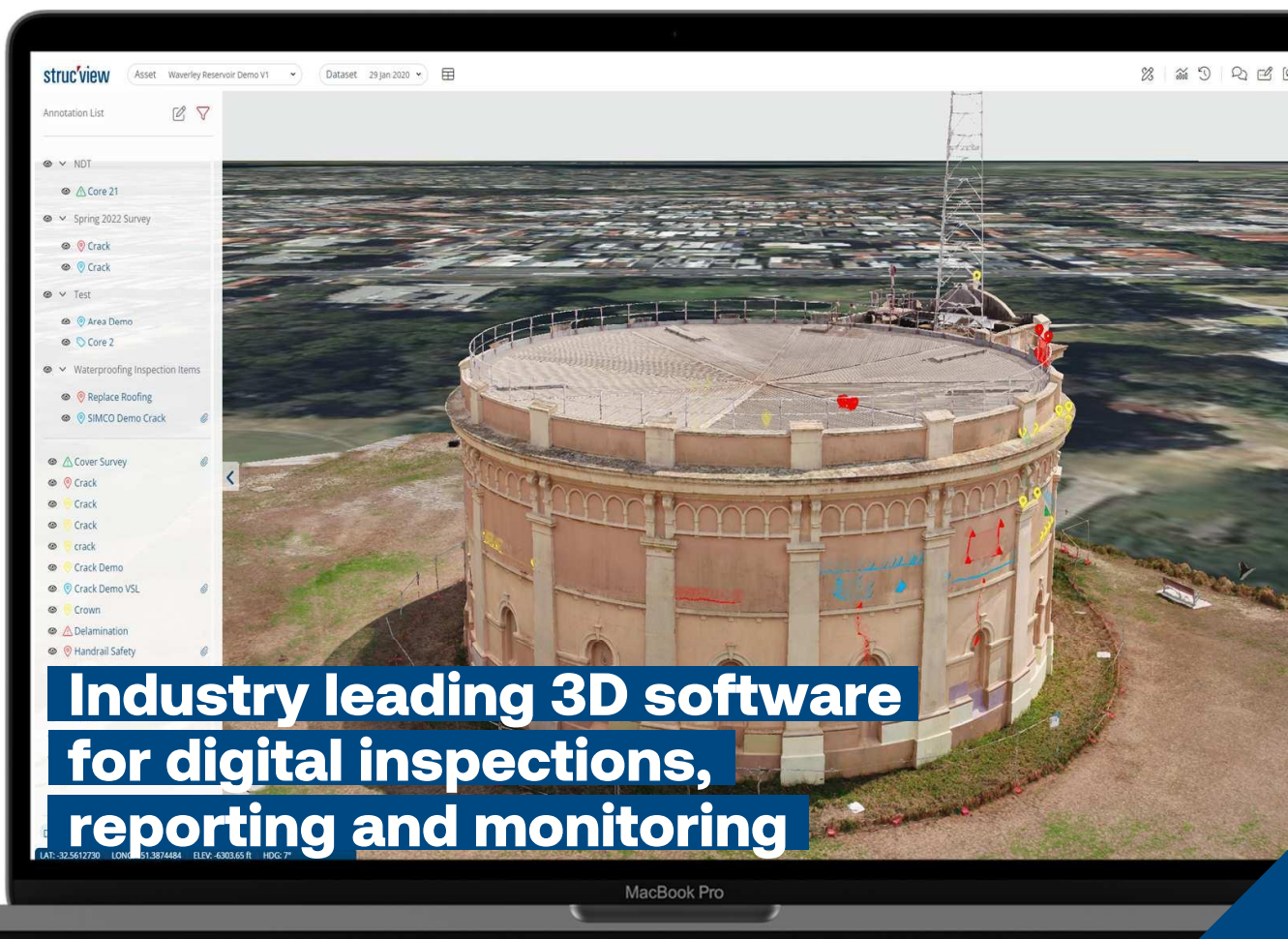
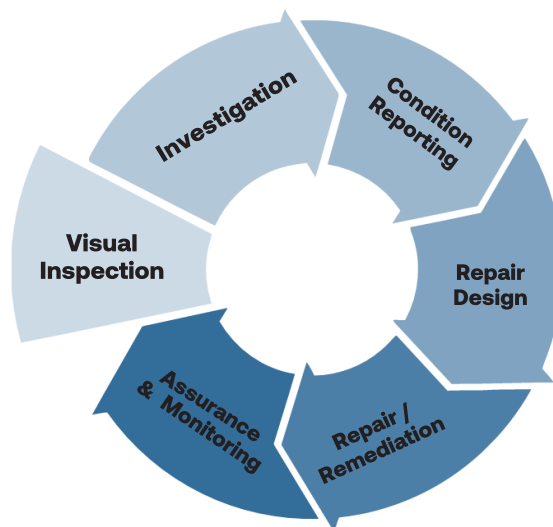
Transform the way you manage assets and optimize value with the world's leading Precision Asset Intelligence software, Struc'View, trusted by global industry leaders.

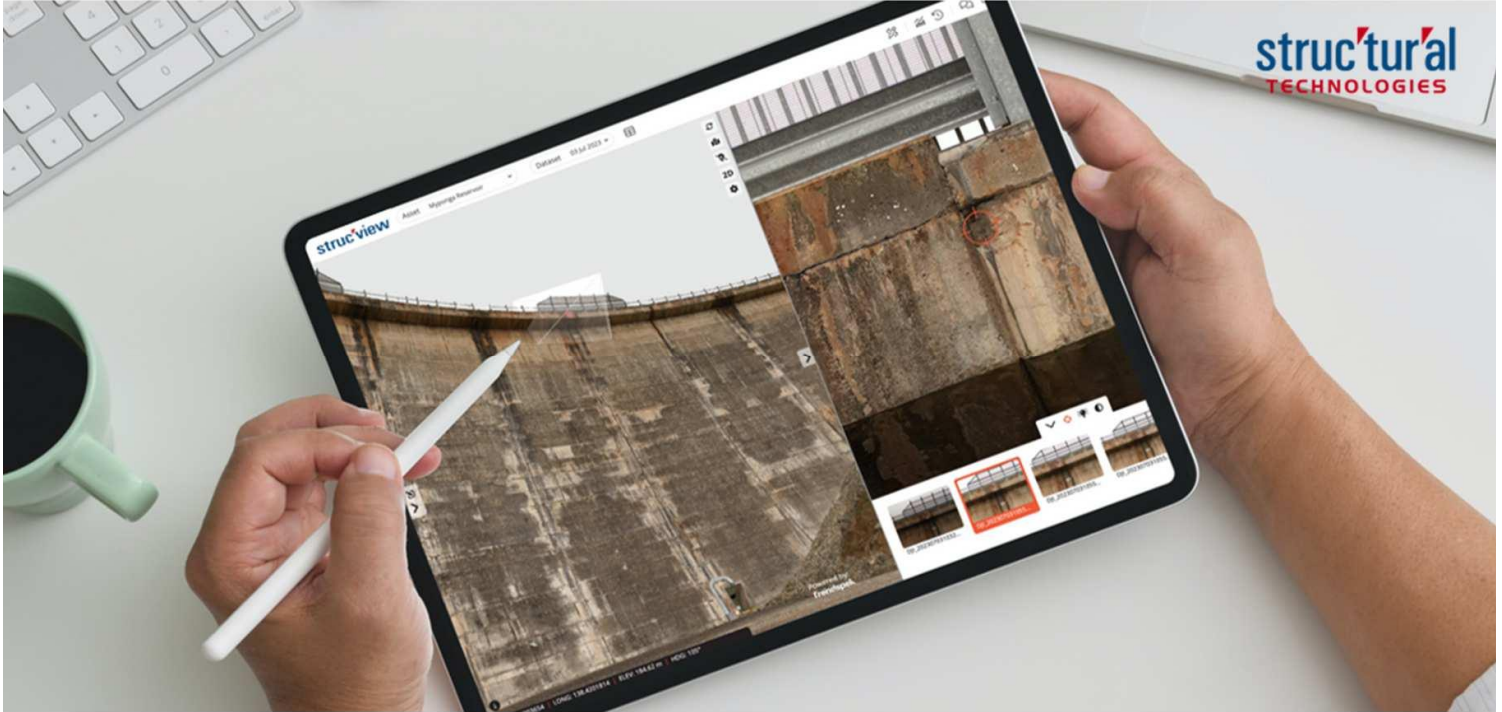
Streamline your inspections with high-fidelity Precision Reality Twin 3D models, without needing to put workers at dangerous heights or make expensive site visits.

Identify, measure, markup, and annotate on defects, all on-screen from the comfort of your desk.

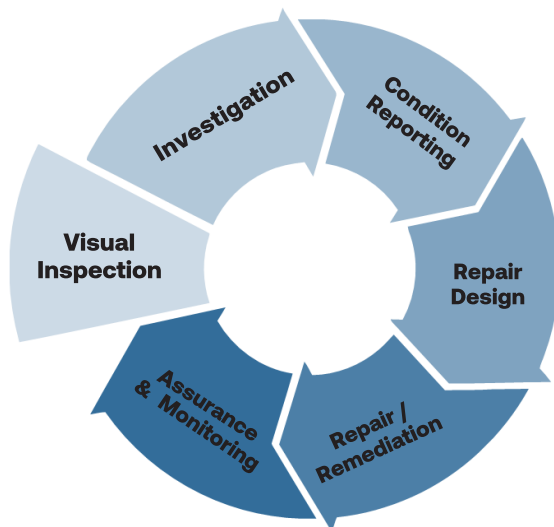
Deliver detailed reports that minimize risk, maximize certainty and drive decisions, and collaborate in real-time with global experts.

With Struc'View, optimize your full asset lifecycle for better efficiency, better collaboration, better cost savings and better safety.





The Struc'View way: Elevate performance & reduce uncertainty



The inspection process:

Using the latest technology, Assets are captured in hours, not months with zero touch. Once data is uploaded, Struc'View generates a Precision Reality Twin (PRT) – an exact digital replica that is complete, accurate and detailed down to the millimeter.

Reporting:

With Struc'View's software, interactive markups are generated directly on the PRT, specifically customized to meet clients needs. This means that engineers and subject matter experts can assess the asset from the comfort of their office, regardless of their location – whether they're across the state or halfway around the world!

Remediation scoping:

Clients and their teams from all over the world now have access to never-before-seen accurate information. This allows them to easily identify areas that need targeted investigations, generate specification designs, plan remediation methodologies, and forecast accurate costings.

Assurance and monitoring:

Upon completion of the work, Assets can be rescanned and overlaid to ensure that the work has been done to the highest standards, monitor any deterioration over time, and help inform predictive maintenance requirements and capital plans.

Say goodbye to assumptions and the unknown; and hello to streamlined asset management.

Optimizing Asset Value

Successful asset management is built on three pillars: making evidence-based decisions to reduce risk and optimize asset value.

Struc'View's Precision Asset Intelligence software was created to seamlessly empower our clients and enable them to manage their assets based on the best possible data and information available at their disposal; while simultaneously having the ability to engage with various teams.

Reduce Risk

Reduce financial, safety, reputation and governance risk

- ▶ Eliminate injury and expenditure from working at heights
- ▶ Identify defects early, reducing cost and keeping assets in action
- ▶ Increase management transparency with comprehensive reporting
- ▶ Keep better records throughout the Lifecycle of the structure

Optimise asset value

Optimize expenditure, productivity, predictability and resilience

- ▶ Increase accuracy of CAPEX plans
- ▶ Plan for future maintenance requirements
- ▶ Reduce site visits and collaborate remotely
- ▶ Build more resilient structures and enhance asset conditions

Make evidence-based decisions

Deliver reliable decisions based on complete and accessible insights and historical data, with Struc'View.

- ▶ Get the whole picture with more asset coverage
- ▶ Access data anywhere with a secure, cloud-based platform
- ▶ Predict the future, by comparing historical data sets, instantly
- ▶ Collaborate anywhere, anytime, with ease

Why your data is safe with Struc'View.

At Struc'View, we know that our client's data is their number one asset. That's why we do everything in our power to keep that data safe.

ISO accreditation for Quality (ISO9001) Information Security (ISO27001) & Privacy (ISO27701)

Processes and policies are in place to ensure company-wide security, and the security of your data has been considered from every angle, from the data center to the lock on our front door. All staff receive regular security training and are trained to avoid phishing and other forms of social engineering that could compromise our security.

At Structural Technologies, quality and security is not an optional extra, but part of our DNA.

Regular third-party security testing

Structural Technologies regularly engages reputable security companies to perform security testing and analysis of our systems. This makes Struc'View battle-hardened against expert hackers and provides an extra level of assurance to our clients. Contact us to see our security certification.

Built in the cloud

Struc'View hosts your data on AWS and Microsoft Azure, which are the undisputed world leaders in cloud storage. It continues to lead the market in best practices, and we take full advantage of their security measures. It even has over 99.9% uptime. That means you can safely and securely access your data no matter where you are in the world.



ISO 9001	Quality
ISO 27001	Information Security
ISO 27701	Privacy



A Structural Group Company

GLWA Contract No. 1900744
Reservoir Rehabilitation Construction Project

Lake Huron #2 Dewatering Plan

Specification Section 02 14 00

August 4, 2022
(Rev. 10/12/22)

This plan covers the dewatering process for Reservoir #2 at the Lake Huron Water Treatment Plant.

Pullman has hired a subcontractor to design and install the dewatering systems. The pumping/dewatering subcontractor is Xylem, located at 11850 Sears St. Livonia, MI, 48150. Pullman will also be working with Commercial Diving & Marine Services, Inc. located at 1020 Wadhams Rd. Kimball, MI 48074.

Initial Dewatering Design

Electric submersible pumps will be installed as close to the reservoir sumps. The pumps will be two 4" submersible pumps and two 2" submersible pumps. Each of the 4" submersible pumps require 480V, 18A power and will be tied into plant power using a Pullman provided transformer. Pullman will provide a licensed electrician to make the electrical hook up. The pump in the NE sump (pump #1) will pump the water above grade through a vent opening and toward the discharge point. A second 4" pump will be placed in the SE sump (pump #2) and will pump water above grade through a vent opening. Pump #1 and #2 will move the water to a wye which will then feed a 6" line which will run to the Galbraith Drainage Ditch. The 2" pumps will discharge to the storm drain to the west of the reservoir (pending confirmation from GLWA engineering)

Based on the pump flow charts of the dewatering pump previously used, the volume of water pumped would be in the 1.8 to 2.0 MGD. Pullman is estimating that based on head distance and friction loss the proposed initial dewatering pump set up will move 1,800 – 2,000 gallons per minute (2.5-2.9 MGD). Additional pumps may be required to properly manage the water which Pullman will evaluate after the initial pump set up is completed. Additional pumps shall be 2" submersible pumps, each capable of pumping 60gpm (86,000+ gpd).

Maintenance Dewatering

When the reservoir is safe for entry the electric submersible pumps will be moved to the reservoir sumps. The pumps will be 2" and 4" submersible pumps, which will be connected to plant power. Each of the 4" pumps require 480V, 18A power, while the 2" pumps will plug in to

110 power. Pullman will provide a licensed electrician to make the electrical hook up. Two 2" pumps will be set in the NW sump. These pumps will discharge to the storm drain to the west of the reservoir. The pump in the NE sump (pump #1) will pump the water above grade through a vent opening and toward the discharge point. A second 4" pump will be placed in the SE sump (pump #2) and will pump water above grade through a vent opening. Pump #1 and #2 will move the water to a wye which will then feed an 6" line which will run drainage ditch.

In the event that the drainage ditch can not handle all of the discharged water, the project team may need to re-evaluate the discharge point of the pumps.

****Please note that this plan is subject to change, Pullman will be prepared to re-size and redesign the maintenance dewatering plan as the leaking within the reservoir is better understood.**

Materials List

Dewatering Pump 2 ea (4"): Flygt BS2660 - 4" Discharge, 480V, 3 Phase, 18 A

Dewatering Suction Pump 1 ea (4"): Godwin CD100 M trailer pump

Maintenance Pump 2 ea (2"): Godwin GPS10 - 2" Discharge, 115V, Single Phase, 10.3A

Discharge Pipe: 3" and 4" lay-flat hose, 6" hard pipe

Flow Meter: 110V Flow meter to be installed on dewatering pipe

Special Items: Alarm Agent Auto Dialer, Pipe Road Ramp

Procedure

1. GLWA will close all valves to isolate the reservoir. Pullman will install lock out tag out locks on the closed valves once they are confirmed to be closed.
2. Dive team will enter the conduits adjacent to the reservoir to inspect and aid the closure of the valves.
 - a. The diver and all equipment will be sanitized prior to entry
 - b. The diver will be lowered into the access points via a man basket on a boom truck
 - c. The diver will utilize an assortment of shims, pulleys, and chain falls to aid the valve closure
3. Pullman will take delivery of all dewatering components
4. Hook up power shut off panels to existing plant power source (480V welding plugs)
5. Sanitize pipe/hose and pumps that will enter reservoir
6. Utilize a hoist to lower the 2" and 4" submersible pumps into the reservoir
7. Run hose to designated locations
8. Connect pumps to shut off panel and turn on pumps.
9. Inspect dewatering lines for leaks
10. Allow pumps to run until dewatering is complete.
11. Maintain pumps and lines throughout the project duration for water maintenance.

Additional Information

Pullman and its subcontractors are prepared to run two 4" pumps and two 2" pumps at a total rate of approximately 1,400 gpm for the maintenance dewatering. If this pump configuration is not able to keep up with potential valve leaks, then an alternative plan shall be developed for maintenance dewatering.

The discharge line from the 4" pumps will run to the drainage ditch to the south of the reservoir. A road ramp will be maintained throughout the duration of the project to allow vehicle traffic to pass while the dewatering maintenance continues.

Permits

Pullman has obtained a permit from the St. Clair County Drain Commission allowing use of the Galbraith Drain.

Recovery Plan

Pullman shall have two 2" submersible pumps with floats as back-up pumps on site throughout the duration of the project. In the event that one pump fails the non-working pump will be hoisted out of the reservoir and removed from service within a reasonable amount of time. The 2" back-up pumps will then be installed in its place and tied into existing dewatering lines until a new 4" pump arrives.

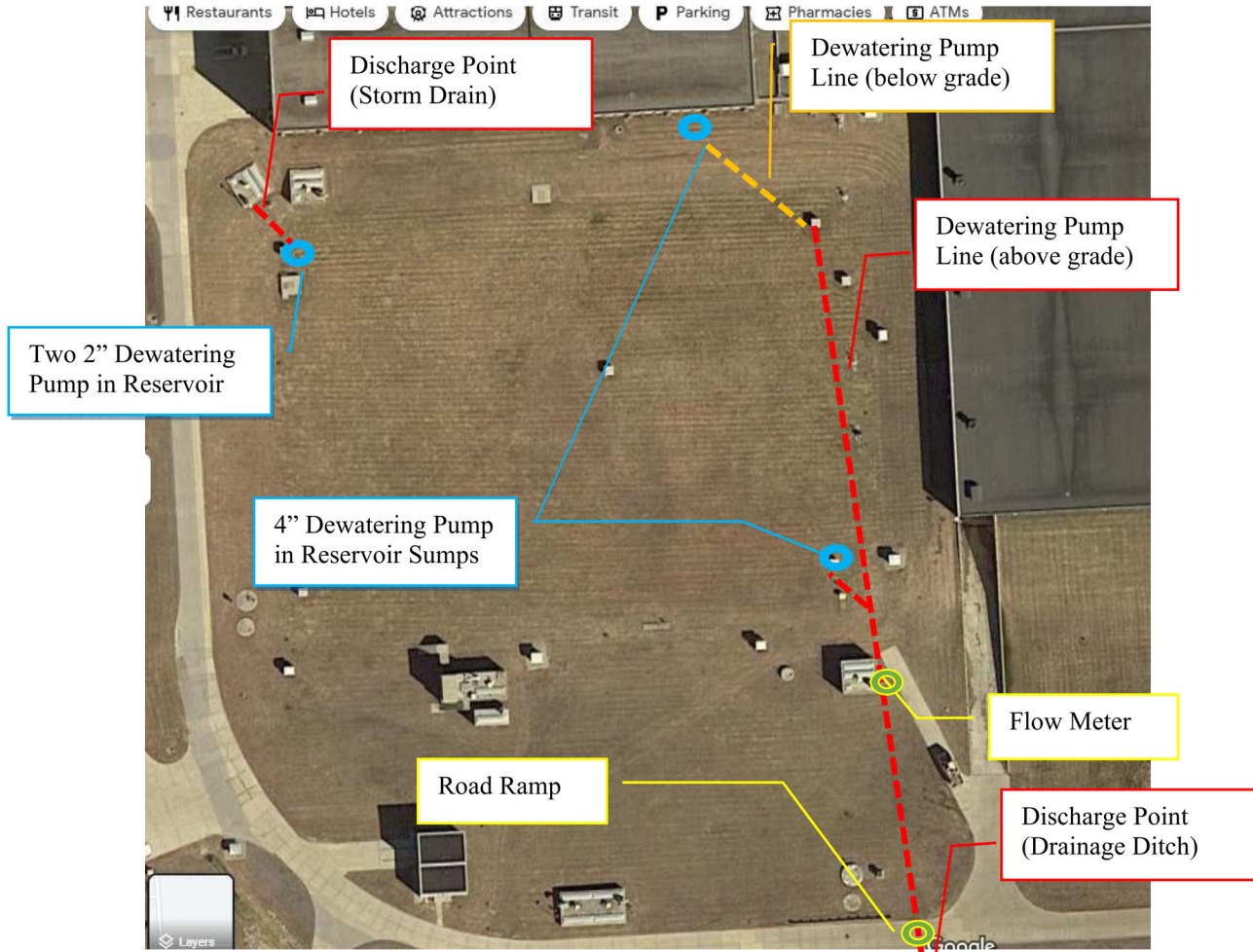
If a pump fails, Pullman project leadership shall be immediately notified. Below are the emergency Pullman contacts:

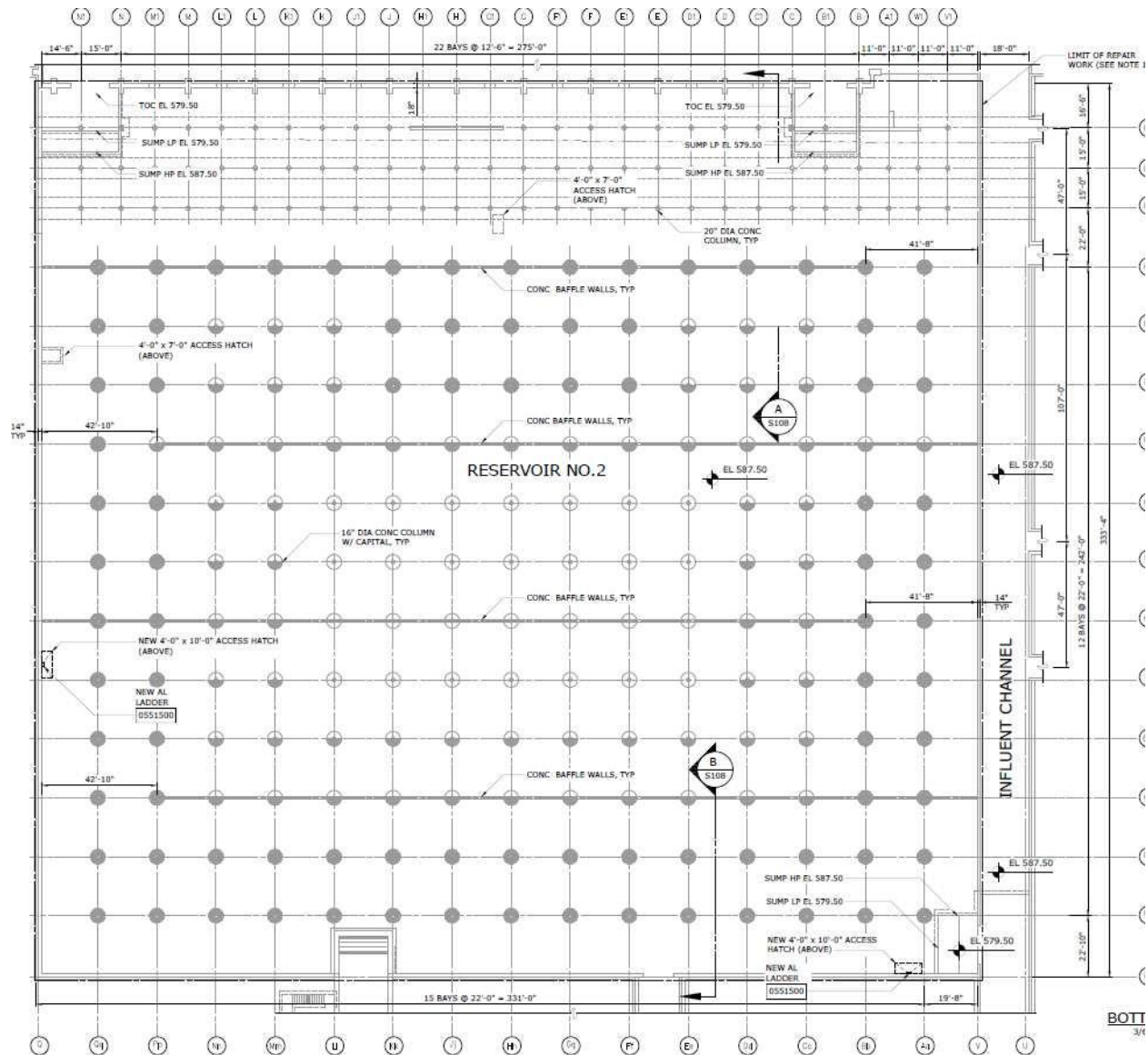
- a. Roger Howard 734-341-4185
- b. Steve Rose 734-945-8277

Depending on the type of failure, Pullman may reach out to the dewatering subcontractor (Xylem). If necessary Pullman will coordinate emergency recovery repairs with Xylem.

Pullman shall also notify the GLWA project manager, John McCallum, 313-614-9564. Pullman will maintain communication with GLWA to provide updates and timelines on the recovery.

Dewatering Site Plan





St. Clair County Drain Commissioner
21 Airport Drive
St. Clair, Michigan 48079
Phone: (810) 364-5369
Fax: (810) 364-7240

Permit No.: 2022-38

Fee Deposit: _____

DRAINAGE PERMIT
Application and Permit Authorizing Development
or Construction Activities Affecting Drainage Pursuant to Section 2.0
Of the Rules of the St. Clair County Drain Commissioner

Pursuant to applicable provisions of the Rules of the St. Clair County Drain Commissioner and the Michigan Drain Code, Public Act No. 40 of 1956, as amended, the undersigned landowner(s) has petitioned the Drain Commissioner (or Drainage Board) for permission to undertake development or construction activities which will affect drainage conditions or drainage patterns within a legally established Drainage District, which would require additional drainage to an established Drain, or which would potentially increase contaminant levels within an established Drain. Such activities include, but are not limited to, tapping into, adding new or additional discharges to, or changing the magnitude, concentration, or frequency of runoff discharges to any established Drain, creek, river, ditch, or other natural watercourse in St. Clair County.

This permit is granted for Great Lakes Water Authority, Lake Huron WTP in accordance with the plans labeled Exhibit 1 and dated August 29, 2022, which have been approved by the Drain Commissioner and are hereby made a part of this permit. All underground lines must be buried a minimum of 5 feet below the bottom and side slopes of the drain unless a written agreement is reached between both parties stating otherwise.

The permitted activity will affect drainage to Galbraith Drain (drain or watercourse) as part of the St Clair County Drainage District. The proposed drain is located in the municipality(s) of Fort Gratiot Township, MI.

1. The undersigned landowner(s), their heirs and assigns, agree to construct and maintain the stormwater facilities so that they function as designed in the approved plans and as approved by the Drain Commissioner or Drainage Board on behalf of the Drainage District.
2. The landowner(s) certify that consent in writing has been obtained from all owners of land to be traversed by the proposed drain, and that they have supplied the Drain Commissioner with true copies of that consent.
3. The undersigned contractor agrees to perform construction in a good workman-like manner according to the approved plans and specifications. The county or inter-county drain shall be restored to the same or better condition as existed prior to construction. Drainage shall be maintained and left unobstructed during construction so as to prevent backing up of water which could cause flooding of other lands.

4. The undersigned contractor agrees to notify the Drain Commissioner at least 48 hours prior to the beginning of the construction performed under this permit so that the Drain Commissioner may have an inspector present during construction.

5. The landowner(s) or contractor agree to pay all costs to the Drain Commissioner for review of the plans and issuance of permit, including engineering fees, legal fees, and inspection fees. Inspection fees will be charged at the rate of \$50 per hour. An estimate for fees and costs, based on the complexity of the project, shall be deposited with the Drain Commissioner in the amount noted at the top of this form. This deposit is non-refundable if the contractor fails to give notice prior to construction as required above.

6. The landowner(s) and contractor agree to repair any damage they might cause to the county or inter-county drain as a result of this construction. The Drainage District, Drainage Board, Drain Commissioner and St. Clair County shall be kept free and harmless by the landowner and contractor from all loss, cost, or damage sustained by any person or property as a result of operations performed under this permit.

7. This permit does not relieve the landowner(s) or contractor of responsibility to secure any additional local, state, or federal permits required and to meet any other permit requirements of law or other public bodies or agencies.

8. This permit is subject to additional terms and conditions as follows: NO DISCHARGE DURING RAIN EVENTS OR WITHIN 12 HOURS AFTER RAIN EVENTS

Signed by:

John McCallum

Digitally signed by John McCallum
DN: C=US, E=john.mccallum@glwa.org, O=Great
Lakes Water Authority (GLWA), OU=Water Supply,
CN=John McCallum
Date: 2022.08.30 08:46:32-04'00'

Landowner or authorized agent signature

John McCallum, GLWA

Name printed

3993 Metcalf Road

Address

Fort Gratiot Township, MI 48059

City

(313) 614-9564

Phone number

Date



Contractor signature

Steve Rose, Pullman SST, Inc.

Name printed

280 W. Jefferson

Address

Trenton, MI 48183

City

(734) 282-7760

Phone number

August 29, 2022

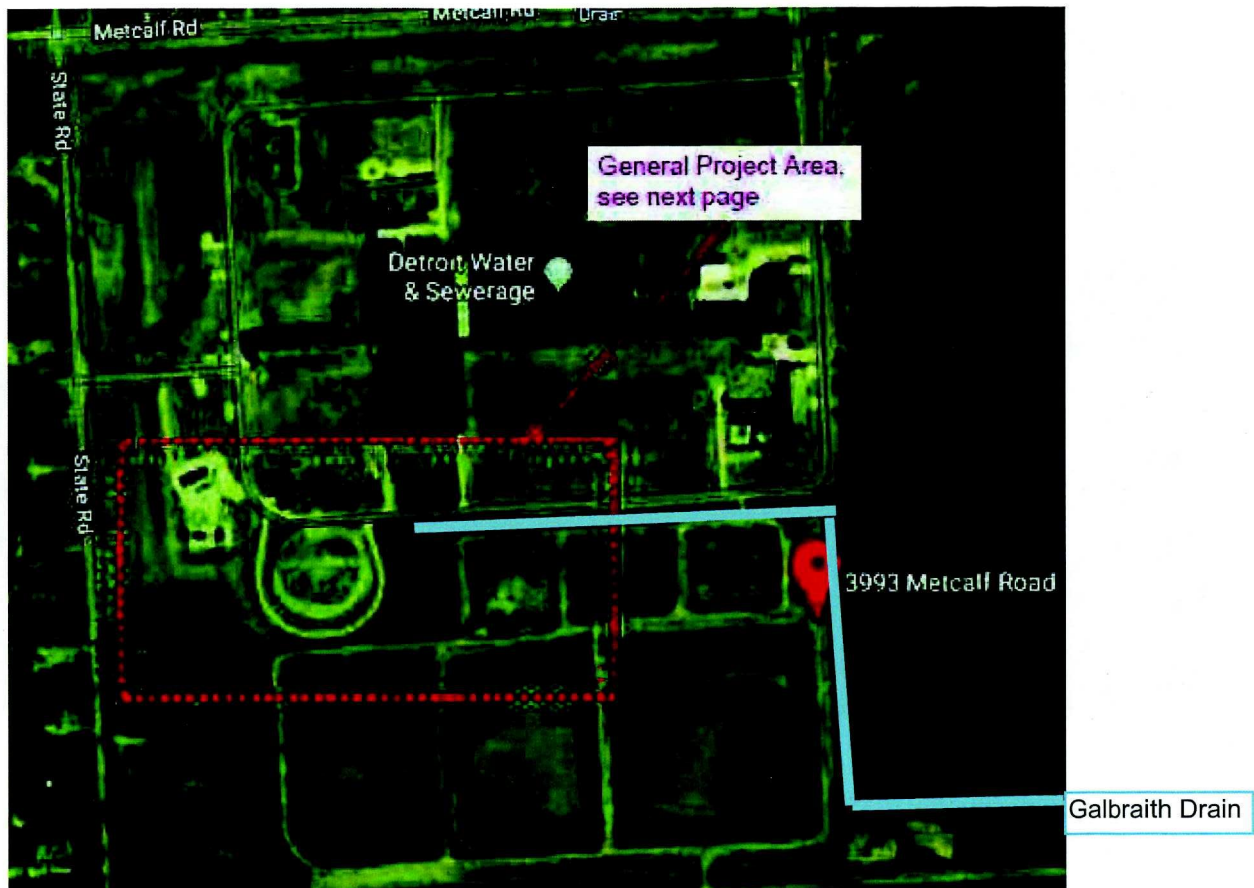
Date

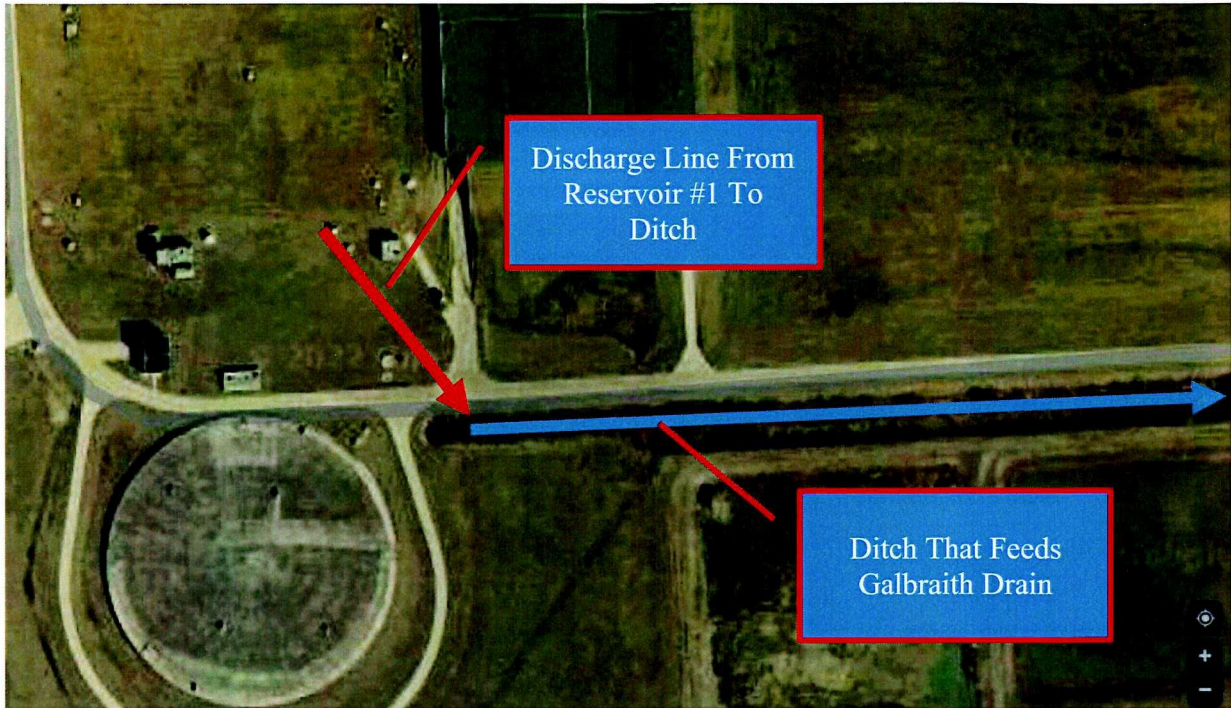
Permit Issued by St. Clair County Drain Commissioner on: 9-6-2022

Signature

Title

PROJ. MGR





Date to begin discharge: 9/15/22
Estimated date to end: 3/31/23
Estimated flow rate: 1,400 gpm to 1,800 gpm

FEE SCHEDULE SUBMITTAL

Daily rates for standard work have been identified in the sections below. Following the inspection of each water storage structure, Pullman will provide an anticipated rough order of magnitude cost prior to proceeding with repairs.

Inspection and Concrete Repair Scopes

Daily crew rates (8-hour shift) for on-call inspection and concrete repair of water storage structures, specifically to perform condition assessment, cleaning, demolition, crack injection, supplemental reinforcement, cathodic protection, formwork, concrete placement, and cleanup. Rates listed below include access via scaffold or manlift, all necessary standard tools and equipment, and managerial support to perform the work.

Crew Size	Daily Rate
3 Man Crew	\$7,900 / day
4 Man Crew	\$9,300 / day
5 Man Crew	\$11,500 / day
6 Man Crew	\$12,800 / day

Surface Preparation, Welding and Coating Scopes

Daily crew rates (8-hour shift) for on-call concrete surface preparation and coating of water storage structures, specifically to perform preparation of concrete substrates, reinforcing steel welding, concrete and steel blast cleaning/preparation, crack routing and sealing, coatings, and cleanup. Rates listed below include access via scaffold or manlift, all necessary standard tools and equipment (including the use of abrasive blasting equipment, welding equipment and coating equipment), and managerial support to perform the work.

Crew Size	Daily Rate
3 Man Crew	\$12,500 / day
4 Man Crew	\$14,700 / day
5 Man Crew	\$16,700 / day
6 Man Crew	\$18,200 / day

Mobilization / Demobilization

For both all projects associated with this contract, the following will be charged to cover offsite activities including planning, procurement, upfront coordination, scheduling, submittals, mobilization, as well as demobilization, record documents, as-builts, and closeout.

Description	Rate
Mobilization	\$16,700
Demobilization	\$4,200

Conditions

For work performed on a daily rate, please note that the following apply.

1. Rates above include standard tools and equipment. This includes tools with a value less than \$1000, generators, mixers, manlifts or rolling frame scaffolds, PPE, and work trucks. Surface preparation, welding, and coating scopes requiring specialized equipment are included in their respective rates.
2. Materials and consumables will be billed at cost plus 10%.
3. Listed rates are valid through June 30th, 2025. For every one-year period thereafter, rates will increase by 5% through the contract duration.
4. Rates assume standard work hours between 7am and 5pm, Monday through Friday. Night, weekend and holiday work will be performed per Pullman's attached service and equipment rate structure.
5. Work requiring specialized confined space equipment/personnel, rescue teams, structural shoring, environmental conditioning and controls, excavation equipment, or additional rental equipment will be performed per Pullman's attached service and equipment rate structure.

Should the anticipated cost of repairs exceed \$100,000, or should work fall outside parameters of above defined rate structure, work will be performed per Pullman's below service and equipment rate structure.

PULLMAN SERVICE/EQUIPMENT RATES

Costs for authorized work not covered above shall be reimbursed to PULLMAN as follows. Rates are accurate through June 30, 2025, after which they will increase 5% each one-year period until contract completion:

A. Field Employees, Supervision and Project Management

Personnel	Straight Time Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate
Foreman	\$157	\$205	\$253
Journeyman	\$148	\$193	\$235
Apprentice/Helper	\$125	\$167	\$209
Superintendent/CM	\$192	N/A	N/A
Project Engineer	\$139	N/A	N/A
Project Manager	\$199	N/A	N/A
Project Director	\$217	N/A	N/A
Project Executive	\$237	N/A	N/A

31

1. Reimbursable travel expenses (parking, tolls, public transportation and/or mileage per diems) as per current union agreements to be invoiced at cost plus 15%
2. A minimum of eight (8) hours per day will be billed for all field personnel providing that they are available to work.
3. On out of town projects requiring overnight stays, local transportation needs, per diem and living allowances shall be invoiced at cost plus 15%

B. Consulting, Technical, and Home Office Services

Personnel	Hourly Rate
Administrative	\$83
Drafting Services	\$118
Engineering / Estimating	\$217
Operations/Construction Managers	\$217
Executive Officers	\$246

- C. **Company Owned Tools** – PULLMAN shall be reimbursed at the rates quoted herein or, if not quoted, at rates to be agreed upon.
- D. **Small Tools (hand tools)** – Required hand tools shall be furnished by PULLMAN. Costs for hand tools are included in the labor billing rates outlined herein.
- E. **Direct Material** – All direct materials required for the Work will be supplied by PULLMAN at invoiced cost plus a mark-up of ten percent (10%).
- F. **Subcontracts** – Subcontractor costs will be invoiced at cost plus a mark-up of fifteen percent (15%).
- G. **Other Field Costs** – All other demonstrated indirect field costs not covered elsewhere in the Agreement, including special PPE and surface preparation materials, will be reimbursed at cost plus a mark-up of fifteen percent (15%).
- H. **Terms of Payment** – Our terms of payment are net 30 days. Late payment of invoices shall be subject to a finance charge of 1.25% per month.
- I. **Equipment Rental** – Rates are for PULLMAN owned equipment if on-site. Rates are based on 8 hrs. / Day, 40 hrs. / Week and 160 hrs. / Month.

PULLMAN Equipment Description	Daily Rate (\$)	Weekly Rate (\$)	Monthly Rate (\$)
Mixing Drill and Paddle	35	103	309
Electric Drill (Bits additional)	15	56	166
Electric Grinders	17	65	193
Demo Saw Gas (Blades and fuel additional)	62	213	470
Rotary Grinder	15	42	125
Rotary Saw	56	167	500
Roto Hammer	64	241	453
Jack Hammer (Bits additional)	63	189	561
Rivet-Buster (Bits and Repair Parts Invoiced Separately)	52	144	397
Chipping Hammer (Bits and Repair Parts Invoiced Separately)	49	138	373
Airless Paint Sprayer	111	440	1319
Epoxy Injection Pump (Epoxy and ports additional)	144	641	1922
Cutting Torch Outfit (Torch & Gauges)	17	65	193
Hyd. Concrete Chain Saw (diamond blade additional)	81	327	733
Chain-Fall	33	74	138
Core Drill with Stand (Bits Invoiced Separately)	133	389	1036

Proposal for On-Call Concrete Repair for Water Storage Structures (Q25141111301)

Floor Fan - Large	64	144	304
Air Compressor – 185 CFM	167	373	744
Air Compressor – 325 CFM	195	538	1614
Air Hose (50' Section)	12	52	155
Saturator - FRP	247	1105	3313
Concrete/Mortar Mixer	92	309	733
Pressure Washer – 3,000 – 4,000 psi	110	435	910
HEPA Vacuum	38	147	321
Portable Generator (3000 – 5000 Watt) (Fuel Additional)	63	236	533
Concrete Buggy ¾ Yard	190	453	933
Skid Steer	213	630	1659
Forklift (Fuel/propane additional)	264	613	1460
Swing Stage Equipment	172	858	2574
Frame Scaffold – 1 section complete	74	167	453
Planks 2" x 10" x 8'	3	8	21
Planks 2" x 10" x 12'	4	12	35
Utility Vehicle (UTV) (Fuel Additional)	122	373	646
Equipment Trailer	84	250	749
Stake Body Truck (Tolls plus \$1.00/mile)	241	847	2002
Pick Up Truck (Tolls plus \$.90/mile)	110	447	1373
*Consumable items (blades, bits, fuel, etc...)	Invoiced at cost plus 10%		
*Rental equipment via 3 rd party	Invoiced at cost plus 5%		
Notes:			
1. Rates are applicable from present through June 30, 2026			
2. All listed rates shall increase 5% each one-year period past June 30, 2026			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2025

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

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

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@wtwco.com	FAX (A/C No): 1-888-467-2378
INSURED Pullman SST, Inc. 10150 Old Columbia Road Columbia, MD 21046	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Company of P INSURER B: AXIS Surplus Insurance Company INSURER C: AIU Insurance Company INSURER D: Upland Specialty Insurance Company INSURER E: Berkley Assurance Company INSURER F:	NAIC # 19445 26620 19399 16988 39462

COVERAGES

CERTIFICATE NUMBER: W40263643

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	693-89-32	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	286-74-23	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	P-001-001587699-01	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 Prod/Comp Oper \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WC 063-72-4479	07/01/2025	07/01/2026	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability - 2nd Layer	Y	Y	USXSL0164025	07/01/2025	07/01/2026	Each Occurrence \$2,000,000 General Aggregate \$2,000,000

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

COI # IC-0513278

Job #676141 - 2024 On-Call Concrete Repairs for Water Storage Structures

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

City of Sacramento c/o Exigis LLC PO Box 947 Murrieta, CA 92564	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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SR ID: 28461817

BATCH: 4123739



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Pullman SST, Inc. 10150 Old Columbia Road Columbia, MD 21046	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

BID #Q22141311004
 Contract # PRC001623
 Project #: 433061 6005 14001322

When required by written contract, The City, its officials, employees and volunteers are included as Additional Insureds as respects to General Liability, Auto Liability, and Excess Liability.

When required by written contract, the General Liability insurance is primary and non-contributory with other General Liability insurance maintained by the Additional Insureds.

When required by written contract, Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability, Excess Liability, Professional Liability and Workers Compensation as permitted by law.

INSURER AFFORDING COVERAGE: Berkley Assurance Company

NAIC#: 39462

POLICY NUMBER: PCADB-5028294-0725 EFF DATE: 07/01/2025 EXP DATE: 07/01/2026

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Per Claim	\$1,000,000
	Aggregate	\$1,000,000
	Retention	\$500,000

INSURER AFFORDING COVERAGE: AIU Insurance Company

NAIC#: 19399

POLICY NUMBER: WC 063-72-4480 EFF DATE: 07/01/2025 EXP DATE: 07/01/2026

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation & Employer's Liability (CA) Per Statute	E.L. EACH ACCIDENT	\$1,000,000
	E.L. DISEASE - EA EMP	\$1,000,000
	E.L. DISEASE-POL Lim	\$1,000,000

POLICY NUMBER: 693-89-32

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you become obligated to include as an additional insured as a result of a written contract or agreement.	Any location as per written contract or written agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you become obligated to include as an additional insured as a result of a written contract or written agreement.	Any location as per written contract or written agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 693-89-32

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Pursuant to applicable written contract or agreement you enter into.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 07/01/2025

forms a part of Policy No. WC 063-72-4479

Issued to STRUCTURAL GROUP, INC.

By A I U INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM THE INSURED
HAS AGREED TO FURNISH THIS WAIVER VIA WRITTEN
CONTRACT OR WRITTEN AGREEMENT ENTERED INTO PRIOR
TO THE OCCURRENCE OF LOSS.

The premium charge for the endorsement is \$1

CONTINUED NEXT PAGE

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT--CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 07/01/2025 forms a part of Policy No. WC 063-72-4480

Issued to STRUCTURAL GROUP, INC.

By A I U INSURANCE COMPANY

Premium

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHOM THE INSURED HAS AGREED TO FURNISH THIS WAIVER VIA WRITTEN CONTRACT OR WRITTEN AGREEMENT ENTERED INTO PRIOR TO THE OCCURRENCE OF LOSS.



SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature:



Title: Senior Branch Director

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature:

Michael Voss

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: