

BID NUMBER PA-03112

TO: CITY OF LONG BEACH  
CITY MANAGER  
ATTN: CITY CLERK  
333 West Ocean Boulevard, Plaza Level  
Long Beach, California 90802



INVITATION TO BID

BRIDGE PAINTING

CONTRACT NO. 32697

- COMPLETE CONTRACT:**  
This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
- SERVICES TO BE PROVIDED BY THE CONTRACTOR:**  
Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
- AMOUNT TO BE PAID:**  
The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
- CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**  
When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.
- DECLARATION OF NON-COLLUSION:**  
The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

**BIDDER MUST COMPLETE AND SIGN BELOW:**

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Prior Lake MN ON THE 5<sup>th</sup> DAY OF April, 20 12.  
CITY STATE MONTH

COMPANY NAME: Abhe + Svoboda, Inc. TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 17066 Revere Way CITY: Prior Lake STATE: MN ZIP: 55372

PHONE: (952) 447-6025 FAX: (952) 447-1000

S/ [Signature] (SIGNATURE) President (TITLE)

Gail Svoboda (PRINT NAME) gail@abheonline.com (EMAIL ADDRESS)

S/ [Signature] (SIGNATURE) Secretary (TITLE)

Roxane Svoboda (PRINT NAME) Roxane@abheonline.com (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.  
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.  
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH  
BY [Signature]  
Director of Financial Management

7/19/12  
Date

APPROVED AS TO FORM July 19, 2012  
ROBERT E. SHANNON  
CITY ATTORNEY  
[Signature]  
Deputy

**BID NUMBER PA-03112**

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

**The following information is submitted regarding the Bidder:**

Legal Form of Bidder:

Corporation  State of Minnesota  
Partnership  State of \_\_\_\_\_  
General  Limited   
Joint Venture   
Individual  DBA \_\_\_\_\_  
Limited Liability Company  State of \_\_\_\_\_

Composition of Ownership (more than 51% of ownership of the organization):

OPTIONAL

Ethnic (Check one):

Black  Asian  Other Non-white  
 Hispanic  American Indian  Caucasian

Non-ethnic Factors of Ownership (check all that apply):

Male  Yes - Physically Challenged  Under 65  
 Female  No - Physically Challenged  Over 65

Is the firm certified as a Disadvantaged Business:  Yes  No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

Yes  No

Name of certifying agency: Not Applicable

**INSTRUCTIONS CONCERNING SIGNATURES**

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

**NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.**

**INDIVIDUAL (Doing Business As)**

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

**PARTNERSHIP**

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

**CORPORATION**

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

**OR**

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

**LIMITED LIABILITY COMPANY**

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

**THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6200.**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

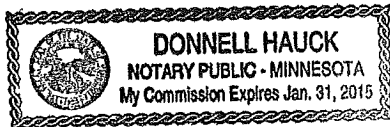
State of Minnesota

County of Scott

On April 5, 2012 Before me, Donnell Hauck, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC

Personally appeared Gail Svoboda, President and Roxane Svoboda, Secretary  
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Donnell Hauck  
SIGNATURE OF NOTARY

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- PARTNER(S)  LIMITED  
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES):  
\_\_\_\_\_  
\_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

### 1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

**NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.**

### 2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

### 3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

### 4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

### 5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

### 6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid.** Substitute items must be equal in quality, utility and performance. **The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.**

### 7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

### 8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

### 9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

### 10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).



**INSTRUCTIONS TO BIDDERS**

*Wash + power Tool Clean steel*  
Commodity/Service Provided: Maintenance of Traffic Assistance  
Circle appropriate designation: MBE (WBE)

**11. PUBLIC WORK AND PREVAILING WAGES:**

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlsr> for such prevailing wages and additional information.

Ethnic Factors of Ownership: (more than 51%)  
Black ( ) American Indian ( )  
Hispanic ( ) Other Non-white ( )  
Asian ( ) Caucasian (X)

Certified by: City of Long Beach, CA  
Valid thru: April 5, 2015  
Dollar value of participation: \$ 43,775.00

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9<sup>th</sup> floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

**16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:**

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

SUBMIT TO:  
CITY OF LONG BEACH  
CITY CLERK  
333 W OCEAN BLVD/PLAZA LEVEL  
LONG BEACH CA 90802

**12. RIGHT TO REJECT:**

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

**BID DUE DATE:** APRIL 05, 2012  
**TIME:** 11:00 am

**13. SAMPLES:**

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

**14. PRICES:**

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

A. COMMERCIAL (TERMS AND CONDITIONS, ETC.)  
LENORE BLUEFORD (562) 570-5384  
BUYER TELEPHONE NUMBER  
B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)  
CHRISTOPHER PINEDA (562) 570-2712  
DEPARTMENT CONTACT TELEPHONE NUMBER

**15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:**

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

Please visit <http://www.longbeach.gov/purchasing/diversity.asp> for more information on the City's Diversity Outreach Program.

**17. BID OPENING PROCEDURES:**

All Bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 16.

It is our policy **not** to release price information on these Bids until the department has reviewed them and award has been approved by the City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that Bid and setting up an appointment. Due to the large volume of Bids received, Bid results will **not** be given out by phone and information will not be faxed.

**SUBCONTRACTORS**

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

After the Purchasing Division has analyzed the Bids, the name of the apparent low Bidder will be posted on the Internet for a period of one (1) month, together with the rankings of the top three Bidders. These rankings will not contain price information.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

**CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.**

Company Name: Diana Prince Construction, Inc.  
Address: 1430 S. Grand Ave.  
Santa Ana, CA. 92705

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within seven (7) calendar days after the date of the Bid opening.

**INSTRUCTIONS TO BIDDERS**

**18. INTER-AGENCY PARTICIPATION:**

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES   X   NO       

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

**19. AMERICANS WITH DISABILITIES ACT:**

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

**20. EQUAL BENEFITS ORDINANCE:**

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

## CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. [REDACTED] and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

## CONTRACT – GENERAL CONDITIONS

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

## CONTRACT – GENERAL CONDITIONS

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Rosie Bouquin at 562-570-7079 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:

A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

- (1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.

- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

- (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

## CONTRACT – GENERAL CONDITIONS

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any Work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

## CONTRACT – GENERAL CONDITIONS

### CONTRACT PERIOD

This is a one-time purchase for the painting of four bridges for the City of Long Beach.

### FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished by an amendment to the Contract approved by the City Council and executed by the Contractor and the City.

### BASIS OF AWARD OF CONTRACT

Without limiting the power and authority with which it is vested, the City shall be the sole authority on determining the lowest responsible bidder, taking into consideration the experience of the bidder, references, operations, quality, fitness, capacity, and adaptability in respect to the requirements of these specifications for the services proposed by any bidder hereunder.

### REFERENCES

The Contractor shall furnish, with the bid on a separate sheet, a list of five (5) current customers (including company name, street address, telephone number, and contact person) for whom the Contractor has provided similar service. The City intends to contact these customers to determine reliability, performance, and other information. Failure to include this information may void the bid if the City has no prior experience with the Bidder.

### PERMITS, LICENSES, AND CERTIFICATES

The Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations.

The Contractor shall provide the City with proof of compliance with all applicable permitting (including building and public right of way permits) and licensing laws, including but not limited to, copies of all permits and licenses. The Contractor shall maintain in good standing all applicable licenses and permits related to the manufacture and delivery of bid items and related supplies and services and shall immediately notify the City of any change in the status, or the terms or conditions, of any permit or license thereof.

The Contractor shall immediately inform the City of any investigation, citation or legal action by any state, regional or federal regulatory agency in any way related to the storage, collection, composting, re-use, transfer, or disposal of any green waste, and further, shall defend, indemnify and hold harmless the City, its officials and employees from any claim demand, liability, damage, cause of action, or loss, including but not limited to attorney's fees, court costs, fines, penalties and corrective measures, that the City may sustain by reason of the Contractor's failure or alleged failure to comply with any state, regional, or federal law or regulation.

CONTRACT – GENERAL CONDITIONS

The Contractor shall be responsible for the proper disposal of all byproducts, remainder and waste resulting from its services, including, but not limited to, proper storage, handling, transportation, and final disposal at a properly-licensed facility.

LICENSE

For the purposes of this bid the appropriate contractor's license, hazardous materials certification, and ICC certification is required of the Contractor. Failure to meet this requirement will disqualify the bid.

The undersigned hereby declares that he is a Contractor and has been in business for 43 years; has a valid State of California Contractor's License sufficient to qualify as the Contractor in this case and a current City of Long Beach Business License; and will obtain all required permits. The Contractor must submit photocopies of its license and certificates. Failure to provide requested information and/or documents may disqualify the bid.

California Contractors License No. 506526 Expires: 03/31/2013  
Classification: A, C-33,

C31 Construction Zone Traffic Control No. (Class A) 506526 Expires: 03/31/2013

Hazardous Material Certification No. 506526 Expires: 03/31/2013

State of California Certification Lead-In-  
Construction Supervisor No: SSPC CP-1, CP-2, + Q51 Expires: March 31, 2013

City of Long Beach Business License No. BU 21124440  
(required upon notification of award)

BOND PROVISIONS

BID BOND

A ten percent (10%) Bid Bond or certified check payable to the City of Long Beach and drawn on a solvent bank of the United States of America, is required with the bid in accordance with bond instructions. The Bid Bond shall be submitted upon forms to be secured at the Office of the City Purchasing Agent, City Hall, 333 West Ocean Boulevard, Plaza Level, Long Beach, California 90802 or on bid forms included herein as a guarantee that the bidder, if awarded a contract, will execute and deliver such contract to the City Purchasing Agent within ten (10) days after such contract is tendered to him.

If the Bidder to whom the contract is awarded fails or neglects to sign a contract with the City, including the filing of any required bonds and insurance documents within ten (10) days after the contract is tendered to him for signature, the City shall declare the bid security to be forfeited, and the money or bond for the bid security shall be deposited into the City Treasury.



CONTRACT – GENERAL CONDITIONS

Check One:  Bid Bond is attached.

Certified Check No. \_\_\_\_\_ In the amount of \$ \_\_\_\_\_

In lieu of the satisfactory bidder's bond required, your attention is directed to one of the following bidder's bonds on file in the Office of the City Clerk of the City of Long Beach, California.

Annual Bidder's Bond, City Bond No. \_\_\_\_\_ EM

Continuous Bidder's Bond, City Bond No. \_\_\_\_\_ EM-C

NOTE: The Certified Check received from bidders in lieu of a bid bond shall be returned upon the City's awarding of a contract.

**LABOR AND MATERIALS BOND**

The Contractor shall submit a Labor and Materials Bond to the City Purchasing Agent, Long Beach City Hall, 333 West Ocean Blvd., Plaza Level, Long Beach, California 90802. The amount of the bond shall be **(Contractor shall complete) \$ 181,645.00** (which is 100% of the Contract amount) and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above).

A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in Section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

**FAITHFUL PERFORMANCE BOND**

The Contractor shall submit a Faithful Performance Bond to the City Purchasing Agent, Long Beach City Hall, 333 West Ocean Blvd., Plaza Level, Long Beach, California 90802. The amount of the bond shall be **(Contractor shall complete) \$ 181,645.00** (which is 100% of the Contract amount) and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above).

A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in Section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

**NOTARIAL ACKNOWLEDGMENTS REQUIRED WITH BONDS**

**Signatures of all principals and sureties shall be accompanied by the appropriate Notarial Acknowledgements. A Notarial Acknowledgement shall accompany each signature of each Principal and a Notarial Acknowledgement shall accompany the**

## CONTRACT – GENERAL CONDITIONS

**signature of the Surety.** All bonds require the signatures of all principals and sureties, accompanied by the appropriate Notarial Acknowledgements, whether the company is located inside or outside the State of California.

### INSURANCE

See page 9 item 30C for requirements. Insurance shall be submitted within ten (10) calendar days after notice of award.

### WORK AND WORKMANSHIP

The Contractor shall thoroughly complete each task in a professional and workmanlike manner, and shall use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.

### DAMAGE CAUSED BY THE CONTRACTOR

If the Contractor, its employees, subcontractors, or anyone performing work under the Contract on the Contractor's behalf causes damage to any City facility, then the Contractor shall repair such damage at its own cost within a reasonable time or the City may repair or cause the repair of such damage and the cost thereof shall be deducted from monies due to the Contractor from the City.

### LIQUIDATED DAMAGES

The Contractor shall pay to the City, or have withheld from monies due to the Contractor, as liquidated damages and not as a penalty, the sum of \$225 per day if the Contractor fails to complete work in accordance with the time schedule for the work. Excluded from this provision are delays due to severe weather, fire, earthquakes, civil disturbances, or *force majeure*. Other exemptions to this provision may be made at the discretion of the City.

### INDEMNITY

Consultant shall, with respect to services performed in connection with this Agreement, indemnify and hold harmless the City, its Boards, Commissions, and their officials, employees and agents (collectively in this Section, "City") from and against any and all liability, claims, allegations, demands, damage, loss, causes of action, proceedings, penalties, costs and expenses (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims" or individually "Claim") arising, directly or indirectly, in whole or in part, out of any negligent act or omission of Consultant, its officers, employees, agents, sub-consultants or anyone under Consultant's control (collectively "Indemnitor"), breach of this Agreement by Indemnitor, misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of Indemnitor relating in any way to workers' compensation. Independent of the duty to indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend City and shall continue this defense until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall notify City of any

## CONTRACT – GENERAL CONDITIONS

Claim within ten (10) days. Likewise, City shall notify Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant at Consultant's sole expense, as may be reasonably requested, in the defense.

### WORKING HOURS

All work required shall be performed on an off-hours basis to minimize traffic hazards.

### PROPERTY PROTECTION

The Contractor shall become familiar with all existing installations on the work sites and shall provide appropriate safety signs and barriers to mark work areas. Any damage to property from any cause, which might have been prevented by the Contractor, Contractor's employees or agents shall be repaired at the Contractor's own cost and expense.

The Contractor shall take all reasonable precautions to ensure that City property, buildings, grounds, equipment, furnishings, and other items are properly protected from damage at all times. Reasonable precautions may include, but are not are limited to, protective tarps placed over objects or items, objects or items carefully moved away from work areas, or other such actions that may be necessary to prevent damages.

The Contractor shall be responsible for any damages caused by actions of its personnel during the course of setting up, working, or removing from work sites, its equipment, materials, and supplies.

The Contractor shall notify the City's representative or designee immediately if damage has occurred and shall have repairs completed within 10 working days of notification of corrective action. A determination shall be made by City's representative to perform, modify, delay, or delete services as appropriate.

### CLEAN UP

The Contractor shall, at the end of each workday, clean the site of all rubbish. Any unused materials or equipment incidental to the work shall be stored in a protected and safe manner approved by the City, or removed from the site.

After the work is complete, the entire area shall be cleaned of rubbish and excess materials, that shall be disposed of and the construction site shall be left in a condition acceptable to the City.

### SAFETY

The Contractor shall submit a site specific safety plan with supporting safety documents: IIPP, Code of Safe Work Practices, HAZCOM program, MSDS, OSHA permits/notifications and certifications.

## CONTRACT – GENERAL CONDITIONS

The Contractor shall submit any relevant written safety programs relevant to the project such as aerial lift training, respirator protection program, fall protection.

The Contractor shall provide, at its own cost and expense, all other equipment for performing work at all job sites listed. The Contractor shall at all times ensure the safety of the public, City employees, elected and appointed officials, and others, by posting safety warning signs, safety tape, barricades, traffic cones, or other warning devices around job sites prior to and during the performance of work. The Contractor's personnel must wear personal protective equipment at all times when performing work (including but not limited to Class 3 high visibility vests, hard hat, and safety shoes). In all situations, the Contractor must conform to all California Occupational Safety and Health Administration (Cal/OSHA) and Industrial Safety Order rules and regulations while performing services.

The Contractor shall ensure all work sites are properly safety secured for the protection of City employees, elected and appointed officials, and the public at all times. Contractor shall place warning signs, sturdy barricades, safety cones, and /or high visibility safety taping at all work sites to ensure no one other than Contractor workers enter work areas. Safety of all persons shall be a priority consideration at all work sites at all times!

### TRAFFIC CONTROL

The Contractor shall develop and submit an implementable Traffic Control and Detour Management and Safety Plan, to include sidewalk/pedestrian and multiple lane closures, based on the Federal Highway Administration (FHWA) Current California Manual on Uniform Traffic Control Devices (Current California MUTCD).

Failure to protect public health or correct safety concerns, including but not limited to inspecting City property of hazards, responding to emergencies and providing adequate traffic control measures (per Current California MUTCD guidelines). The City will deduct up to \$250 per occurrence.

The Contractor shall provide, install, maintain and remove temporary striping, delineators, barricades, lights, signs and other devices required for the control of traffic as required by the applicable City and State traffic regulations and the Current California MUTCD. The City of Long Beach shall have the right to relocate traffic control devices.

Reflective, temporary road signs will be allowed, if they are maintained in good condition at all times.

The Contractor shall, at its sole expense maintain and keep traffic devices in good repair until the acceptance of the Work.

The Contractor shall maintain a minimum of one lane of traffic in each direction.

### ABATEMENT

The Contractor shall submit a Work Plan, which also outlines Disposal.

## CONTRACT – GENERAL CONDITIONS

The Contractor shall conduct all aspects of its operation in compliance with all federal, state and local laws, rules, and regulations including applicable regulatory lead abatement and/or lead hazard control standards and safe work practices. Such practices include, but are not limited to, the most current updates and revisions in effect at the time of work performance for:

a) Lead In Construction

The Contractor shall conduct all work practices in accordance with Title 17 of the California Code of Regulations – Section 36100.

b) CAL OSHA

The Contractor shall conduct all work practices in accordance with Cal OSHA Title 8 Lead-In-Construction Standard – CCR Section 1532.1.

c) Air Resources

The Contractor shall comply with the provisions of AQMD Ruling 1113 of 1977 and any subsequent amendments, and the standards and regulations issued hereunder, and certify that all items will conform to and comply with said standards and regulations.

## ENVIRONMENTAL

The Contractor shall conduct all operations in accordance with Cal EPA – DTSC Standards for Waste Storage, Characterization and Disposal.

The Contractor shall conduct all operations in accordance with the City's Storm Water Management Plan (i.e. National Pollutant Discharge Elimination Program, or NPDES). No litter, paint, debris, oil grease, green waste or other materials and substances may enter gutters, storm drains or receiving waters.

The Contractor shall comply with the requirements and orders issued under Section 306 of the Federal Clean Air Act, Section 508 of the Clean Water Act, Executive order 11738 and all Environmental Protection Agency regulations.

## TEMPORARY SUSPENSION OF WORK

City's representative or designee shall have the authority to suspend work wholly or in part for such period as may be necessary due to inclement weather, hazardous or unsuitable work conditions, failure of the Contractor to carry out instructions, or to perform any provisions of the specified work herein. City's representative and Contractor shall mutually determine a resolution and Contractor shall resume work when conditions permit.

Contractor or its designated representative shall have the authority to suspend work wholly or in part for such period as may be necessary due to inclement weather, hazardous or unsuitable work conditions, or failure of City-provided equipment. City's representative and Contractor shall mutually determine a resolution and Contractor shall resume work when conditions permit.

## CONTRACT – GENERAL CONDITIONS

Contractor and City's representative shall notify each other, at the earliest time possible, of any situation that temporarily causes work to be suspended.

### WARRANTY / GUARANTEE

The Contractor shall guarantee labor and material against any cracks, peeling, flaking, blistering, etc for the period of one year from date of completion.

### SCOPE OF WORK

#### **THE FOUR (4) BRIDGE LOCATIONS ARE:**

1. Del Amo Bridge crossing (Atlantic Ave and Long Beach Blvd)
2. Atlantic Bridge crossing (Atlantic Ave just north of Del Amo)
3. Orange Bridge crossing (Orange Ave just north of Del Amo)
4. Cherry Bridge crossing (Cherry Ave just north of Del Amo)

Prior to painting activities, any surface preparation that involves the disturbance of lead-containing paint (i.e., sanding, grinding, manual removal, etc.) must be done by appropriately trained and certified abatement personnel. It is the Contractor's discretion as to how much paint needs to be removed in order to effectively re-paint the surfaces of the bridge.

The Contractor shall paint all surfaces that are not directly along the path of the inside railway of the bridge. Surfaces along the inside railway need to be free of paint in order for structural inspections to be completed. Do not paint any sides along the inside of the bridge (along the railway). The primer and paint must be in accordance with any South Coast AQMD requirements.

Preparation of painted surfaces must be completed per paint manufacturer's recommendations and the following shall also be completed: All surfaces must be dry, clean and free of oil, grease, dirt and rust. All cracks, seams and other surface defects shall be filled with structurally sound material. Painted surfaces must be free of holidays. Painted surfaces must be first painted with a primer coat. Finish paint color to be determined.

The Contractor must supply their own water and electric.

The Contractor shall provide site security as needed.

All work being completed on the bridge(s) needs to be directly coordinated with a Union Pacific Flagger at all times.

CONTRACT – GENERAL CONDITIONS

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WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT, MATERIAL, SUPPLIES OR SERVICES **FOB DESTINATION** CITY OF LONG BEACH.

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SUMMARY OF BID ITEMS

*Note: Prices must include all cost, including material, labor, tax, freight, fees, etc.*

1 Del Amo Bridge Total:	\$ <u>58,010.00</u>
2 Atlantic Bridge Total:	\$ <u>44,880.00</u>
3 Orange Bridge Total:	\$ <u>33,875.00</u>
4 Cherry Bridge Total:	\$ <u>44,880.00</u>
GRAND TOTAL:	\$ <u>181,645.00</u>

5 PAYMENT TERMS: \_\_\_\_\_

**Check-list of Additional Document Submittals:**

- 1   1   Bid Bond
- 2 \_\_\_\_\_ Reference List
- 3 \_\_\_\_\_ License Information & photocopies
- 4 \_\_\_\_\_ Site specific written safety plan with supporting safety documents
- 5 \_\_\_\_\_ Traffic Control & Detour Management and Safety Plan
- 6 \_\_\_\_\_ Abatement Work Plan
- 7 \_\_\_\_\_ EBO Certification of Compliance form
- 8 \_\_\_\_\_ SBE Commitment Plan form

**NOTE:** Bidders that do not include the above check listed items with their bids will be deemed unresponsive and their bids will be rejected.

# City of Long Beach, CA

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## Commonly Made Errors

The following are commonly made errors when submitting a bid to the City of Long Beach:

It is essential that all requirements of the bid are completed as specified.

- Instructions concerning signatures (page 2 on bid) are NOT followed.
- **Bid must be signed by two corporate officers if the bidder is a corporation unless accompanied by a corporate resolution. [Link to samples of acceptable documentation to allow other signature.](#)**
- All pages of the Invitation to Bid are not returned as required.
- Invitation to Bid document is not fully completed as required.
- Notarial Acknowledgment is not submitted when required; i.e., companies located outside of the state of California or companies that do not have a business operation with an established address within California (must be same address as shown on Invitation to Bid; P.O. Boxes are not acceptable) are required to submit a Notarial Acknowledgment of Corporate Officer or of the authorized person that has signed the bid.  
**NOTE:** Only one signature will be required of the "Principal" if the principal is a partnership, sole proprietary (individuals) or limited liability company.
- When bonds are required (Labor & Material or Performance Bonds), and Notarial Acknowledgments are not submitted. Three acknowledgments are required; two for the Principal (company submitting the bid), and one for the Surety (bonding company). If the Principal is a corporation, the signatures of two corporate officers are required for Labor & Material and Performance Bonds. Labor & Material and Performance Bonds are only required of companies that are being considered for an award (they are not required when Invitation to Bid is submitted).  
**NOTE:** Bid Bonds require only two acknowledgments; one for the Principal (company submitting the bid), and one for the Surety (bonding company).
- Bonds are not submitted on City of Long Beach forms.
- The title of the individual signing the Invitation to Bid does not match the title shown on the Notarial Acknowledgment; (i.e., the signature on the Invitation to Bid appears to be the President. The same signature appears on the Notarial Acknowledgment, but the title differs (Vice President).
- The person that signed the Invitation to bid differs from that of the Notarial Acknowledgment.
- When references are required, they are not submitted with bid.
- Bids are not submitted on time (11:00 am) to the proper location (City Clerk's Office - Plaza Level of City Hall).
- Contractor does not allow for firm pricing when submitting Invitation to Bid as required.
- The Invitation to Bid is not signed.



## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Abhe &amp; Svoboda, Inc.</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
	<input checked="" type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) <b>17066 Revere Way</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Prior Lake, Minnesota 55372</b>		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	<i>Gail Svoboda, President</i>	Date ▶ <i>April 5, 2012</i>
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### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business.

Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Vendors are generally added within 48 hours of receipt. If there is a compelling reason this needs to be added immediately, check the RUSH box and specify the reason. RUSH

REASON: \_\_\_\_\_

Company Name (same as line 1 on W9): Abhe & Svoboda, Inc.

DBA Name (same as line 2 on W9): \_\_\_\_\_ leave blank if not applicable

Federal Tax ID Number (or SSN): XXXXXXXXXX required (this number is a fed tax id:  ssn:  )

Web Address: \_\_\_\_\_ leave blank if not applicable

Purchase Order Address: 17066 Revere Way

Attn: Gail Svoboda

City: Prior Lake

State: MN Zip Code: 55372

Contact Name: Gail Svoboda, President

E-mail: gail@abheonline.com

Phone Number: 952-447-6035 i.e. 562-555-1234

Fax: 952-447-1000 i.e. 562-555-5678

Toll Free: 800-786-2632 i.e. 800-555-2468

If 'remit to' address is the same as the purchase order address; put SAME in first box only.

'Remit to' Address: Same

Attn: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone Number: \_\_\_\_\_ i.e. 562-555-1234

Fax: \_\_\_\_\_ i.e. 562-555-5678

Toll Free: \_\_\_\_\_ i.e. 800-555-2468

Type of Ownership:

Individual  Partnership  Corporation  LLC  Nonprofit  Government

Composition of Ownership (At least 51% of ownership of the organization) (check all that apply)

MBE  WBE  Local  DBE  Certified SBE  Certified Micro

State certification number: \_\_\_\_\_

**COMMODITY CODE(S): THIS IS A REQUIRED FIELD**  
(at least one 5-digit code must be entered; look up on screen 1100 in ADPICs)

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

ORDINANCE NO. ORD-09-0036

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LONG BEACH AMENDING THE LONG BEACH MUNICIPAL CODE BY ADDING CHAPTER 2.73 ESTABLISHING AN "EQUAL BENEFITS ORDINANCE" REQUIRING CONTRACTORS ON CITY CONTRACTS TO PROVIDE EMPLOYEE BENEFITS TO THEIR EMPLOYEES WITH DOMESTIC PARTNERS EQUIVALENT TO THOSE PROVIDED TO THEIR EMPLOYEES WITH SPOUSES

WHEREAS, employee benefits comprise a significant portion of total employee compensation; and

WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, the City of Long Beach prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, contractors with the City of Long Beach are required to comply with the City's nondiscrimination laws; and

WHEREAS, the City Council finds and determines that the public, health, safety and welfare will be furthered by requiring that public funds be expended in such a manner as to prohibit discrimination in the provision of employee benefits by City contractors between employees with spouses and employees with domestic partners, and between domestic partners and spouses of such employees;

NOW, THEREFORE, the City Council of the City of Long Beach ordains as follows:

///

1                   Section 1.    Chapter 2.73 is added to the Long Beach Municipal Code to  
2 read as follows:

3   Chapter 2.73

4   EQUAL BENEFITS TO EMPLOYEES OF CITY CONTRACTORS

5  
6           2.73.010    Title and purpose.

7                   This ordinance shall be known as the "Long Beach Equal Benefits  
8 Ordinance". The purpose of this Chapter is to protect the public health,  
9 safety and welfare by requiring that public funds be expended in such a  
10 manner as to prohibit discrimination in the provision of employee benefits by  
11 City contractors between employees with spouses and employees with  
12 domestic partners, and/or between domestic partners and spouses of such  
13 employees.

14  
15           2.73.020    Definitions.

16                   A.    "Contractor" shall mean any person or persons, firm,  
17 partnership, corporation, or combination thereof, who enters into a contract  
18 with the City.

19                   B.    "Domestic partner" shall mean any person who has a currently  
20 registered domestic partnership with a governmental body pursuant to state  
21 or local law authorizing such registration or with his or her employer or his or  
22 her domestic partner's employer.

23                   C.    "Non-profit" shall mean a non-profit organization described in  
24 Section 501(c)(3) of the Internal Revenue Code of 1954 which is exempt  
25 from taxation under Section 501(c)(3) of that Code, or any nonprofit  
26 educational organization qualified under Section 23701(d) of the Revenue  
27 and Taxation Code.

28    ///

- 1           2.73.030     Contractors subject to requirements.
- 2                   A.     The following contractors are subject to this Chapter:
- 3                         1.     For-profit entities which enter into an agreement with
- 4     the City for public works or improvements to be performed, or for goods or
- 5     services to be purchased, for an amount of One Hundred Thousand Dollars
- 6     (\$100,000) or more; and
- 7                         2.     For-profit entities which generate Three Hundred Fifty
- 8     Thousand Dollars (\$350,000) or more in annual gross receipts and which
- 9     occupy City property pursuant to a written agreement for the exclusive use
- 10    or occupancy of said property for a term exceeding twenty-nine (29) days in
- 11    any calendar year.
- 12                   B.     The requirements of this Chapter shall only apply to those
- 13    portions of a contractor's operations that occur (i) within the City; (ii) on real
- 14    property outside the City if the property is owned by the City or if the City
- 15    has a right to occupy the property, and if the contractor's presence at that
- 16    location is connected to a contract with the City; and (iii) elsewhere in the
- 17    United States where work related to a City contract is being performed. The
- 18    requirements of this Chapter shall not apply to subcontracts or
- 19    subcontractors of any contract or contractor.
- 20                   C.     The City Manager or designee will provide a report to the City
- 21    Council regarding the implementation of this ordinance no later than one
- 22    year following the effective date of this Ordinance, and will consider among
- 23    other items, whether the dollar thresholds set forth in subsections (A) and
- 24    (B) should be modified.
- 25
- 26           2.73.040     Non-discrimination in provision of benefits.
- 27                   A.     No contractor subject to this Chapter pursuant to Section
- 28    2.73.030 shall discriminate in the provision of bereavement leave, family

1 medical leave, health benefits, membership or membership discounts,  
2 moving expenses, pensions and retirement benefits or travel benefits or in  
3 the provision of any benefits other than bereavement leave, family medical  
4 leave, health benefits, membership or membership discounts, moving  
5 expenses, pensions and retirement benefits or travel benefits between  
6 employees with domestic partners and employees with spouses, and/or  
7 between the domestic partners and spouses of such employees except as  
8 set forth in Subsections 2.73.040.A.1 and 2 below;

9 1. In the event that the contractor's actual cost of  
10 providing a particular benefit for the domestic partner of an employee  
11 exceeds that of providing it for the spouse of an employee, or the  
12 contractor's actual cost of providing a particular benefit for the spouse of an  
13 employee exceeds that of providing it for the domestic partner of an  
14 employee, the contractor shall not be deemed to discriminate in the  
15 provision of employee benefits if the contractor conditions providing such  
16 benefit upon the employee agreeing to pay the excess costs.

17 2. The contractor shall not be deemed to discriminate in  
18 the provision of employee benefits if, despite taking reasonable measure to  
19 do so, the contractor is unable to extend a particular employee benefit to  
20 domestic partners, so long as the contractor provides the employee with a  
21 cash equivalent.

22 B. Provided that a contractor does not discriminate in the  
23 provision of benefits between employees with spouses and employees with  
24 domestic partners, a contractor may:

25 1. Elect to provide benefits to individuals in addition to  
26 employees' spouses and employees' domestic partners;

27 2. Allow each employee to designate a legally domiciled  
28 member of the employee's household as being eligible for spousal

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equivalent benefits; or

3. Provide benefits neither to employees' spouses nor to employees' domestic partners.

C. A contractor will not be deemed to be discriminating in the provision of benefits where the implementation of policies ending discrimination in benefits is delayed following the first award of a City contract to a contractor after the effective date of this Chapter:

1. Until the first effective date after the first open enrollment process following the date the contract with the City is executed, provided that the contractor submits evidence that it is making reasonable efforts to end discrimination in benefits. This delay may not exceed two (2) years from the date the contract with the City is executed and only applies to benefits for which an open enrollment process is applicable.

2. Until administrative steps can be taken to incorporate nondiscrimination in benefits in the contractor's infrastructure. The timer allotted for these administrative steps shall apply only to those benefits for which administrative steps are necessary and may not exceed three (3) months. An extension of this time may be granted at the discretion of the City Manager upon the written request of a contractor, setting forth the reasons that additional time is required.

3. Until the expiration of a contractor's current collective bargaining agreement(s) where all of the following conditions have been met:

- a. The provision of benefits is governed by one or more collective bargaining agreement(s); and
- b. The contractor takes all reasonable measures to end discrimination in benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for the contractor to take

1 whatever steps are necessary to end discrimination in benefits or by ending  
2 discrimination in benefits without reopening the collective bargaining  
3 agreement(s); and

4 c. In the event that the contractor cannot end  
5 discrimination in benefits despite taking all reasonable measure to do so,  
6 the contractor provides a cash equivalent to eligible employees for whom  
7 benefits are not available. Unless otherwise authorized, in writing by the  
8 City Manager, this cash equivalent payment must begin at the time the  
9 union(s) refuse to allow the collective bargaining agreement(s) to be  
10 reopened, or in any case no longer than three (3) months from the date the  
11 contract with the City was executed. This cash equivalent payment shall not  
12 be required where it is prohibited by federal labor law.

13 D. Employers subject to this Chapter pursuant to Section  
14 2.73.030 shall give written notification to each current and new employee of  
15 his or her potential rights under this Chapter in a form specified by the City.  
16 Such notice shall also be posted prominently in areas where it may be seen  
17 by all employees.

18  
19 2.73.050 Required contract provisions.

20 Every contract subject to this Chapter shall contain provisions  
21 requiring it to comply with the provisions of this Chapter as they exist on the  
22 date when the contractor entered the contract with the City or when such  
23 contract is amended. Such contract provisions may include but need not be  
24 limited to the contractor's duty to promptly provide to the City documents  
25 and information verifying its compliance with the requirements of this  
26 Chapter and sanctions for noncompliance.

27 ///  
28 ///



1           2.73.060    Waivers and exemptions.

2                    A.    The City may waive the requirements of this Chapter where  
3           the City Manager makes one or more of the following findings:

- 4                            1.    Award of a contract or amendment is necessary to  
5           respond to an emergency;
- 6                            2.    The contractor is a sole source;
- 7                            3.    The contractor is a non-profit entity as defined in  
8           Section 2.73.020, above;
- 9                            4.    Non compliant contractors are capable of providing  
10           goods or services that respond to the City's requirements;
- 11                           5.    The contractor is a public entity;
- 12                           6.    The requirements of this Chapter are inconsistent with  
13           a grant, subvention or agreement with a public agency;
- 14                           7.    The City is purchasing through a cooperative or joint  
15           purchasing agreement;
- 16                           8.    The contract involves specialized legal services such  
17           that it would be in the best interests of the City to waive the requirements of  
18           this Chapter, as determined by the City Attorney;
- 19                           9.    The contract involves investment of trust moneys or  
20           agreements relating to the management of trust assets, City moneys  
21           invested in U.S. government securities or under pre-existing investment  
22           agreements, or the investment of City moneys where no person, entity or  
23           financial institution doing business with the City which is in compliance with  
24           this Chapter is capable of performing the desired transactions or the City will  
25           incur financial loss if the requirements of this Chapter are enforced;
- 26                           10.   After taking all reasonable measures to find an entity  
27           that complies with this Chapter, the City may waive any or all requirements  
28           of this Chapter for any contract or bid package advertised and made

1 available to the public; or any competitive or sealed bids received by the  
2 City as of the effective date of this Chapter under the following  
3 circumstances:

4 a. There are no qualified responsive bidders or  
5 prospective contractors who comply with this Chapter and the contract is for  
6 goods, a service or a project that is essential to the City or City residents; or

7 b. The requirements of this Chapter would result in  
8 the City's entering into a contract with an entity that was set up, or is being  
9 used for the purpose of evading the intent of this Chapter.

10 B. The requirements of this Chapter shall not be applicable to  
11 contracts executed or amended prior to the effective date of this Chapter, or  
12 to bid packages advertised and made available to the public, or any  
13 competitive or sealed bids received by the City prior to the effective date of  
14 this Chapter, unless and until such contracts are amended after the effective  
15 date of this Chapter and would otherwise be subject to this Chapter.

16 C. The City Manager or designee may issue regulations from  
17 time to time implementing the provisions of this ordinance.

18 D. The City Manager shall report to the City Council annually on  
19 the status of waivers and exemptions.

20  
21 **2.73.070 Retaliation and discrimination prohibited.**

22 A. No employer shall retaliate or discriminate against an  
23 employee in his or her terms and conditions of employment by reason of the  
24 person's status as an employee protected by the requirements of this  
25 Chapter.

26 B. No employer shall retaliate or discriminate against a person in  
27 his or her terms and conditions of employment by reason of the person  
28 reporting a violation of this Chapter or for prosecuting an action for

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enforcement of this Chapter.

**2.73.080 Employee complaints to City.**

A. An employee who alleges violation of any provision of the requirements of this Chapter may report such acts to the City. The City Manager may establish a procedure for receiving and investigating such complaints and take appropriate enforcement action.

B. The City shall have the power to examine contractors' benefit programs covered by this Chapter.

C. Any complaints received shall be treated as confidential matters, to the extent permitted by law. Any complaints received and all investigation documents related thereto shall be deemed exempt from disclosure pursuant to California Government Code Sections 6254 and 6255.

**2.73.090 Remedies.**

A. Upon a finding by the City Manager that a contractor has violated the requirements of this Chapter, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided at law or in equity.

1. The City Manager shall be authorized to terminate said contract and bar the contractor from bidding on future contracts with the City for three (3) years from the effective date of the contract termination.

2. In the City Manager's sole discretion, a contractor found to have willfully violated the requirements of this Chapter may be required to pay liquidated damages.

3. The City may seek recovery of reasonable attorneys' fees and costs necessary for enforcement of this Chapter.

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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B. Notwithstanding any provision of this Chapter or any other Chapter to the contrary, no criminal penalties shall attach for any violation of this Chapter.

C. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a cause of action to enforce any rights hereunder in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

D. Nothing in this Chapter shall be interpreted to authorize a right of action against the City.

Section 2. The City Clerk shall certify to the passage of this ordinance by the City Council and cause it to be posted in three (3) conspicuous places in the City of Long Beach, and it shall take effect on the thirty-first (31st) day after it is approved by the Mayor.

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OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

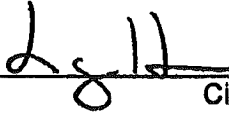
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I hereby certify that the foregoing ordinance was adopted by the City Council of the City of Long Beach at its meeting of December 8, 2009, by the following vote:

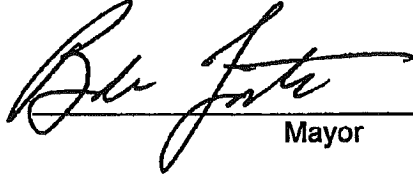
Ayes: Councilmembers: Garcia, Lowenthal, DeLong,  
O'Donnell, Schipske, Andrews,  
Reyes Uranga, Gabelich, Lerch.

Noes: Councilmembers: None.

Absent: Councilmembers: None.

  
\_\_\_\_\_  
City Clerk

Approved: 12/11/09  
(Date)

  
\_\_\_\_\_  
Mayor

# ATTACHMENT "2"

## EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, member ship and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:


- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Gail Svoboda Title: President  
Signature:  Date: April 5, 2012  
Business Entity Name: Abhe + Svoboda, Inc.



**CERTIFICATION OF COMPLIANCE WITH THE  
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Abhe + Svoboda, Inc. Federal Tax ID No. [REDACTED]  
Address: 17066 Revere way  
City: Prior Lake State: MN ZIP: 55372  
Contact Person: Gail Svoboda, Pres. Telephone: 952-447-6029  
Email: gail@abheonline.com Fax: 952-447-1000

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees.  Yes  No
- B. Does your company provide (or make available at the employees' expense) any employee benefits?  Yes  No  
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?  
 Yes  No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?  
 Yes  No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?  Yes  No  
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- \_\_\_\_\_ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

\_\_\_\_\_ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

\_\_\_\_\_ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

\_\_\_\_\_ Yes \_\_\_\_\_ No


#### Section 4. REQUIRED DOCUMENTATION


At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

#### Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 5<sup>th</sup> day of April, 2012, at Prior Lake, MN

Name Gail Svoboda Signature 

Title President Federal Tax ID No. 

## Bid Protest Procedures

### **Section 1: Who May Protest**

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

### **Section 2: Time for Protest**

A bidder desiring to protest a bid shall file the protest within five (5) business days following the date on which bids were opened. The City Engineer must receive the protest by the close of business on the fifth (5<sup>th</sup>) business day following the bid opening.

### **Section 3: Form of Protest**

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the City Engineer. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the Contract Documents upon which the protest is based, and shall include a valid e-mail address, street address and phone number sufficient to ensure the City's response will be received.

### **Section 4: Additional Information**

Once the protest is received by the City Engineer, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the City Engineer by the close of business on the third (3<sup>rd</sup>) business day.

### **Section 5: City Response to Protest**

The City Engineer or designee will respond, by e-mail and regular mail to the addresses provided in the protest, with a decision regarding the protest within ten (10) business days following receipt of the protest or, if applicable, the receipt of requested additional information. This decision shall be final.

### **Section 6: Limitation of Remedy**

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

Issued: \_\_\_\_\_

Director of Public Works

Date: \_\_\_\_\_

8/17/11

## **SMALL BUSINESS ENTERPRISE PROGRAM**

**There will be a combined SBE/VSBE/LSBE goal of 20% on this contract.**



## COLB FORM SBE-2C: SBE/VSBE/LSBE COMMITMENT PLAN FOR CONSTRUCTION CONTRACTS

### SECTION 1

Spec #:	PA-03112	Project Name:	Bridge Painting	Date:	4-5-2012
Combined SBE/VSBE/LSBE Goal % Assigned to Contract:			20%	Prime Contract \$ Amount:	
				\$ 181,645	
Prime Contractor:		Abhe + Svoboda, Inc.			
\$ Value of Prime's Participation:		181,645		% of Prime's Participation:	
				75.9%	
\$ Value of SBE Participation:		43,775.00		SBE % of Prime Contract \$ Amount:	
				0.00%	
\$ Value of VSBE Participation:		43,775.00		VSBE % of Prime Contract \$ Amount:	
				24.1%	
\$ Value of LSBE Participation:		0.00		LSBE % of Prime Contract \$ Amount:	
				0.00%	

### SECTION 2 (please refer to instructions on page 2)

Business Name, City, State, Contact Person, Phone #	Indicate "SBE", "VSBE" or LSBE	Indicate if 1 <sup>st</sup> Tier Sub, Lower Tier Sub, Vendor or Supplier	Contract With	Brief Description of Work	\$ Value of Subcontract, Materials or Services	% of Total Prime Contract Value
<i>Ex #1: ABC Land Surveyors Long Beach, CA Mr. Joe Smith, (562) 555-1212</i>	LSBE	1st tier sub	XYZ Prime Consultant	Land surveying	\$100,000	20%
<i>Ex #2: Tom's Survey Supplies Long Beach, CA Mr. Tom Jones, (562) 555-1313</i>	VSBE	Supplier	ABC Land Surveyors	Surveying supplies	\$5,000	1%
<i>Ex #3: Banana Blueprints Irvine, CA Mrs. Diane Tomas, (562) 555-1313</i>	SBE	Supplier	XYZ Prime Consultant	Blueprint Supplies	\$10,000	2%
<i>Diana Prince Const, Inc. 1430 S. Grand Ave. Santa Ana, CA. 92705</i>	VSBE	1st Tier Sub	City of Long Beach, CA	wash and prep steel and assist with Traffic	\$ 43,775	24.1%

Abhe + Svoboda, Inc. (952) 447-6025  
 Completed by: Prime Consultant Contact (please print or type) Phone #  
Gail Svoboda, President 4-5-2012 gail@abheonline.com  
 Signature Date Email

**INSTRUCTIONS FOR COLB FORM SBE-2P:  
SBE/VSBE/LSBE COMMITMENT PLAN FOR CONSTRUCTION CONTRACTS**

**SECTIONS 1 AND 2 ARE TO BE COMPLETED BY THE PRIME CONTRACTOR.**

**INSTRUCTIONS FOR SECTION 2:**

1. List all SBE/VSBE/LSBE subcontractors, vendors, suppliers, and other businesses that will render materials or services under this contract amendment. Only list SBEs/VSBEs/LSBEs.
2. If the prime contractor is an SBE/VSBE/LSBE, list the prime first.
3. For a firm to be counted toward meeting the SBE/VSBE/LSBE goals, the firm must be SBE certified on the City's online vendor database (*BidsOnLine*) accessible from the SBE/VSBE/LSBE Program page of the City's website ([www.longbeach.gov/purchasing/sbe.asp](http://www.longbeach.gov/purchasing/sbe.asp)).
4. The City does NOT issue VSBE certifications; VSBE eligibility will be reviewed and determined upon submittal of the Commitment Plan.
5. The prime contractor must verify the current eligibility status of each SBE/VSBE/LSBE, prior to listing the firm(s) on the Commitment Plan, by:
  - a. locating the SBE/VSBE/LSBE on the City's website at ([www.longbeach.gov/purchasing/sbe.asp](http://www.longbeach.gov/purchasing/sbe.asp)).
  - b. contacting the City's SBE Program staff to verify SBE/VSBE/LSBE status.
6. Lower tier SBE/VSBE/LSBE subcontractors and SBE/VSBE/LSBE vendors/suppliers rendering materials or services to lower tier subcontractors must also be listed to receive participation credit. **See examples listed in the table in Section 2.**
7. The City reserves the right to request proof of payment from the prime contractor/subcontractor to the lower tier sub/vendor/supplier prior to contract close-out.
8. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST be SBE certified for the materials/services that they will be rendering for the contract.**
9. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST provide materials/services directly applicable to the contract.**
10. When listing the total dollar value of each SBE/VSBE/LSBE subcontract, materials or services provided, the prime contractor shall subtract payments made for any indirect or non-applicable materials/ services.
11. Use multiple copies of this form if necessary.

**SMALL BUSINESS ENTERPRISES (SBE)/VERY SMALL BUSINESS ENTERPRISES (VSBE),  
LOCAL SMALL BUSINESS ENTERPRISES (LSBE)**

**PROGRAM PROCEDURES AND GOALS**

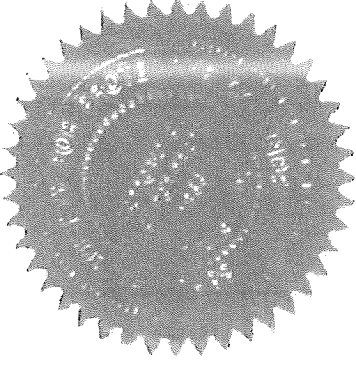
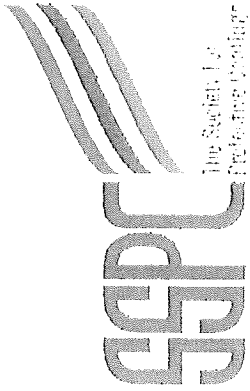
The City has established a Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), Local Small Business Enterprise (LSBE) Program to encourage small business participation on City-wide contracts and procurements. The goal of the Program is to award a portion of the City's annual contracting and procurement dollars to SBEs and VSBEs. The City meets this goal by establishing SBE/VSBE/LSBE subcontracting goals on applicable contracts, and by encouraging SBEs, VSBEs, LSBEs to bid and submit quotes as primes. SBE participation instructions can be downloaded on our website at [www.longbeach.gov/purchasing/sbe.asp](http://www.longbeach.gov/purchasing/sbe.asp).

The City's online bidding database, facilitates the City's effort to meet the annual SBE/VSBE/LSBE goal. All bidders/vendors (large and small) are strongly encouraged to register in the City's online bidder's database. Small businesses must apply for SBE certification via the database in order to receive SBE, VSBE or LSBE status for this or any future procurement. To register, log on to [www.longbeach.gov/purchasing](http://www.longbeach.gov/purchasing) and click on "Bidder Registration." To apply for SBE certification, answer "Yes" to the following question on the online vendor registration site: "Would you like to be SBE certified by the City of Long Beach as a Small Business Enterprise?"

SBE eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards based on North American Industrial Classification System (NAICS) codes. VSBE eligibility is determined utilizing criteria consistent with the State of California's Department of General Services' "micro-business" designation: contractors, consultants, and vendors with gross annual receipts, averaged over the past three tax years, of \$3.50 million or less, or small business manufacturers with 25 or fewer employees. LSBE eligibility is determined by having a current, valid business license from the City and a seller's permit showing a place of business within City limits and meet the SBE requirements.

**Registration and certification are free to all businesses.** As a registrant, you will receive e-notifications of contracting and procurement opportunities that match the product and service codes you selected at the time of registration. As a certified SBE, you will also be included in the online SBE/VSBE/LSBE directory.

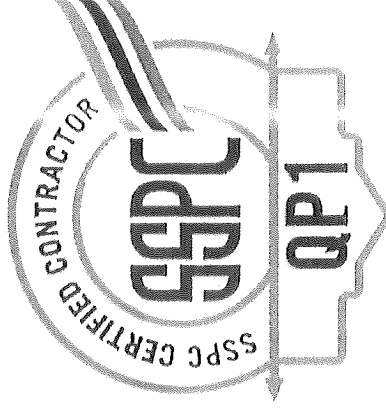
To learn more about the City's SBE Program, please visit <http://www.longbeach.gov/purchasing/sbe.asp>.



Abhe & Svoboda, Inc.  
 of  
 Prior Lake, MN

*has met or exceeded the requirements set forth in the  
 SSPC Painting Contractor Certification Program for*

**FIELD APPLICATION OF COATINGS  
 COMPLEX STRUCTURES  
 SSPC-QP1**

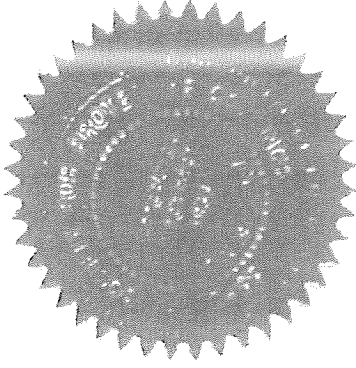
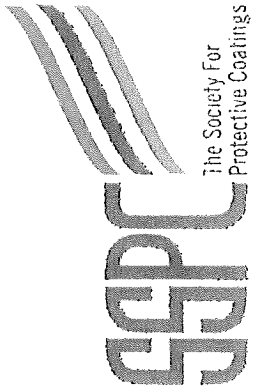


*RPM*  
 .....  
 President, SSPC

March 31, 2012 – March 31, 2013  
 .....  
 Validation Period

Owners are advised to contact SSPC at 412-281-2331 ext. 2235 or ext. 2209 to verify authenticity of certification.





Abhe & Svoboda, Inc.

of

Prior Lake, MN

has met or exceeded the requirements set forth in the  
SSPC Painting Contractor Certification Program for

**INDUSTRIAL HAZARDOUS  
PAINT REMOVAL  
SSPC-QP2**



"A"  
Category

*R. P. McNamee*  
President, SSPC

March 31, 2012 – March 31, 2013  
Validation Period

Owners are advised to contact SSPC at 412-281-2331 ext. 2235 or ext. 2209 to verify authenticity of certification.

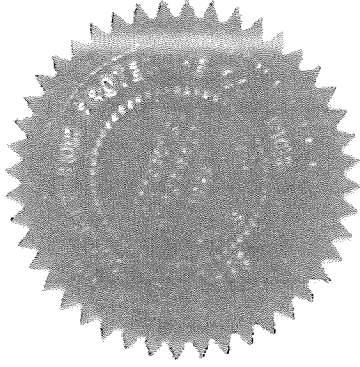


Abhe & Svoboda, Inc.  
of

Prior Lake, MN

has met or exceeded the requirements set forth in the  
SSPC Painting Contractor Certification Program for maintaining an

**ADVANCED QUALITY MANAGEMENT SYSTEM (QMS)  
SSPC-QS 1**



*[Handwritten Signature]*

.....  
President, SSPC

March 31, 2012 – March 31, 2013

.....  
Validation Period



City of Long Beach

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Department of Financial Management  
Division of Procurement  
333 W Ocean Blvd. 7<sup>th</sup> floor, Long Beach, California 90802  
p 562.570.5384  
Lenore.Blueford@longbeach.gov

April 4, 2012

NOTICE TO BIDDERS

ADDENDUM NO. 1

PA-03112 BRIDGE PAINTING

The following changes and/or additions shall be made to the original Invitation to Bid No. PA-03112 Bridge Painting. Please acknowledge receipt of this addendum by signing and returning with your bid.

You are required to submit this Addendum with your bid. Any bidder who fails to submit this Addendum may be disqualified.

The following questions and answers are as follows:

1Q: General Conditions, "License" (Page 12 of 19) requires the Bidder to submit a copy of C31 Construction Zone Traffic (License). Should the Bidder hold a Class A license, they are legally able to perform such work.

1A: Its not required, however, if one is needed for the Contractor to get the job done, then the contractor will abide to any state requirements as necessary.

2Q: Must the Bidders also hold a C31 specialty license?

2A: Only if the Contractor is to do such work. If the work is to be subcontracted out, then the sub should hold such a license.

3Q: Will the Bidders be allowed to subcontract this effort to a specialty contractor holding a C31 license?

3A: Yes

4Q: Should the Bidders subcontract this portion of the work, the State of California requires that subcontractors performing over ½ or 1% of the work be named in the Bidders proposal and the bid forms do not have a space to do so. Will the City issue new bid forms?

4A: No, just submit their documents

5Q: General Conditions, "License" (Page 12 of 19) refers to "ICC certification" and goes on to require the Bidders to provide their "Hazardous Material Certification No. and expiration date. Cor-Ray Painting is not aware of any ICC certification applicable to the

painting of bridges. As such, we are unsure what is required by this call-out. Should the City be alluding to a license to haul hazardous waste, note that this is a service that generally performed by a third party, specializing in the hauling of such materials. Will the City require the Bidder to haul his own hazardous waste?

5A: The bidder will have to arrange for the waste to be disposed of. the hauler will create a manifest and use the city's epa id for identification

6Q: General Conditions, "Scope of Work" (Page 18 of 19) alludes to "The primer and paint..." but does not provide any further detail. What type and how many coats of primer are required? What type and how many coats of finish are required?

6A: There currently is no requirement. The contractor should use paint and primer that is up to industry standards and should use best practices in order to have the bridge painted correctly.

7Q: General Conditions, "Scope of Work" (Page 18 of 19) alludes to "Surfaces along the inside railway need to be free of paint". Are the Bidders to understand that all paint must be removed, in it's entirety from "Surfaces along the inside railway"?

7A: No, paint on the inside railway is not to be disturbed. no work will be done along this area.

8Q: Additionally, it is unclear what the limits of "Surfaces along the inside railway..." are. Will the City provide further detail, such as marked drawings better defining the area(s) in question?

8A: Yes, winning bidder will get further details once awarded.

9Q: is such treatment required on some or all of the four (4) bridges, and if some, which ones in particular?

9A: yes

10Q: Cited call-out also alludes to "...structural inspections to be completed." Who will be performing such inspections and what do the inspections entail? How long does the City anticipate the inspections taking?

10A: The are in independent of the project and will not interfere with Contractor's scope of work.

11Q & A: General Conditions, "Scope of Work" (Page 18 of 19) alludes to coordinating the work "...with a Union Pacific Flagger at all times." This statement infers that the cost of the work will be impacted by railroad operations, but the bid documents do not provide sufficient information for the Bidders to determine the cost of this impact. Will the City provide additional information regarding railroad operations, including but not limited to the following.

- A. Number of trains per day. varies, but traffic is light.
- B. Types of trains (ie. passenger vs. freight)
- C. Time of day that trains are scheduled TBD
- D. Will the Contractor's personnel be obliged to participate in safety training for the railroad?

You will not foul the track, the Union Pacific flagger is present to ensure

the hired contractor's safety and to forewarn when a train is approaching.

E. Additionally, who is responsible for the cost of the railroad flagger(s)? It is at no cost to the contractor

F. Additionally, will the Contractor be obliged to provide railroad protective liability insurance? no

12Q: General Conditions, "Traffic Control" (Page 16 of 19) calls for the Bidders to "...submit an implementable Traffic Control and Detour Management...Plan...". We have contacted the City of Long Beach's Department of Public Works, and have been advised that for such a plan to be implementable, the Contractor is obliged to obtain an encroachment permit. Application for an encroachment permit(s) must include certificates of insurance, business license, completed application, and a detailed plan(s). Cor-Ray Painting is in the process of obtaining such a permit for a project with another City of Long Beach department, and we estimate that the entire process will require 3-6 weeks to complete. Will the City review this requirement and confirm that such a plan will only be required to be submitted after award? If not, will the City extend the bid due date for 6-8 weeks, so as to allow the Bidders to obtain the required permit(s)?

12A: The City will expedite any permits necessary to get the job done timely.

13Q: General Conditions, "Abatement" (Pages 16 and 17 of 19) infers that some or all of the existing paint contains lead at hazardous levels, but we are unable to locate a call-out within the bid documents stating that this is the case. It is incumbent upon the Owner to notify the Bidders of such a condition, and as the Owner has not done so, the Bidders may assume that all of the existing paint is non-hazardous.

Should the Bidders assume that all of the existing paint is non-hazardous?

13A: No, the opposite. Bridges are presumed lead-containing. Hence the abatement portion of the spec.


14Q: Has the City tested the existing paint for hazardous materials, and if so, will the City provide the results of such testing?

14A: Yes, the City did a pilot bridge prior to this bid spec and that bridge contained high levels of lead. All the bridges are of similar age and condition and all paint will be treated as lead-containing paint.

If you have any questions please submit to [Lenore.Blueford@longbeach.gov](mailto:Lenore.Blueford@longbeach.gov)

Please take a moment to review these changes when developing your bid.

Prepared By: Lenore Blueford Date: April 4, 2012  
Buyer

Acknowledged By:  - Gail Svoboda, Pres. Date: 5 April, 2012

Firm of: Abhe + Svoboda, Inc.

CITY OF LONG BEACH, CALIFORNIA

285

ACCOUNT: BU21124440

4

BUSINESS LICENSE

**OWNERSHIP NON-TRANSFERABLE**

DATE: 07/28/11

LICENSE EXPIRES ON 08/01/12

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING TYPE OF  
BUSINESS: CONTRACTING - MISC DBA: ABHE & SVOBODA INC  
LOCATED AT: 17066 REVERE WAY



ABHE & SVOBODA INC  
17066 REVERE WAY  
PRIOR LAKE MN 55372

AUTHORIZED BY DAVID S. NAKAMOTO  
-----  
ACTING FIN MGMT DIRECTOR

===== LICENSE HOLDER -- PLEASE NOTE =====

THE TOP PORTION OF THIS FORM IS YOUR LICENSE. YOU MUST DISPLAY THE  
LICENSE IN A CONSPICUOUS PLACE ON THE BUSINESS PREMISES.

THE DATE YOUR LICENSE EXPIRES IS INDICATED ON THE FACE OF THE LICENSE.  
IF YOU DO NOT RECEIVE A RENEWAL NOTICE BY THE EXPIRATION DATE, CONTACT  
THE BUSINESS LICENSE SECTION AT (562) 570-6211.

NOTE: YOU ARE RESPONSIBLE FOR RENEWING THE LICENSE ON OR BEFORE THE  
LICENSE EXPIRATION DATE. (PLEASE NOTIFY THE BUSINESS LICENSE  
SECTION IF YOU ARE NO LONGER IN BUSINESS.)

PLEASE REPORT IMMEDIATELY ANY CHANGE IN OWNERSHIP, BUSINESS LOCATION,  
MAILING ADDRESS, OR BUSINESS ACTIVITY TO THE BUSINESS LICENSE SECTION.



State Of California

**CONTRACTORS STATE LICENSE BOARD**  
**ACTIVE LICENSE**



License Number **506526**

Entity **CORP**

Business Name **ABHE & SVOBODA INC**

Classification(s) **A C33 HAZ**

Expiration Date **03/31/2013**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



# **SITE HEALTH, SAFETY & ABATMENT WORK PLAN**

**BID No. PA-03112**

## **BRIDGE PAINTING**

**DEL AMP BRIDGE  
ATLANTIC BRIDGE  
ORANGE BRIDGE  
CHERRY BRIDGE**

**Dated April 4, 2012**



**Abhe & Svoboda, Inc.  
17066 Revere Way  
Prior Lake, MN 55372  
Ph: (952) 447-6025  
Fax: (952) 447-1000**



<b>Abhe &amp; Svoboda, Inc.</b>	Date: 4-4-12
<b>Bid No. PA-03112 Bridge Painting</b>	
<b>Site Health &amp; Safety Plan</b>	Page 1 of 63

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## **1.0 Mission Statement**

Abhe & Svoboda, Inc., its officers, and its management staff are committed to achieving and maintaining the highest levels of management resources and capabilities, technical expertise, quality control, and safety.

Our management team and corporate structure is established to provide our employees and customers with a safe working environment and quality project execution.

Our technical capabilities are established, maintained and constantly expanding and improving to provide our customers with the best product available. Our employees receive structured on-the-job and class room training in surface preparation, coating application, inspection procedures and products utilized.

Quality of work is a key factor in our success. We are committed to supplying our employees with the tools, training, managerial and technical support to achieve and perform a quality job.

Safety is critical. It is the goal of Abhe & Svoboda, Inc. to undertake and complete each contract with a completely incident-free record. The responsibility for the attainment of this goal rests with every individual employed by the Company. Job safety and incident prevention starts from the top levels of management and extends through every employee.

No employee will be required or allowed to work in unsafe conditions or to perform unsafe tasks. Discrimination against an employee for reporting unsafe working conditions or for refusing to work in an unsafe manner will not be tolerated.

Management, project supervision and working employees have clearly defined roles and responsibilities in which they will be held accountable. Management is responsible to develop and to support the safety program as well as to make available the necessary resources. Project supervision is responsible and accountable for providing a safe working environment. Management, Project Supervision and Lead Persons are to enforce the safety, health and environmental program at all times.

Abhe & Svoboda, Inc., is dedicated to the protection of the environment. We realize that future generations will inhabit this earth and it is our responsibility to be a custodian of the environment for our generation and for those that follow us. The company shall make a dedicated effort to protect waterways, maintain wetlands, and preserve the habitat of all living creatures. This will include comprehensive programs, field evaluations, and use of state-of-the-art equipment to insure protection.



Gail Svoboda, President

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## **2.0 General Information**

### **2.1 Scope and Applicability of the Site Health & Safety Plan (ASI's Worker Protection Plan (WPP))**

The purpose of the WPP is to define the requirements and designate protocols to be followed at the site during all work activities. Applicability extends to all federal state and county employees, contractors, subcontractors, visitors and others entering the jobsite area.

All personnel on the site will be made aware of the existence of this WPP and will receive instructions in its requirements prior to entering any of the work areas. This plan must be reviewed by all personnel prior to entering the regulated areas, decontamination areas, and any other areas of the project site where potential for contact with or exposure to potentially harmful agents above the OSHA Permissible Exposure Limits (PELs) may exist. This plan will be reviewed annually for its continued applicability to site operations and regulations.

During development of the WPP, consideration was given to current OSHA, NIOSH and California Code of Regulations (CCR/OSHA) safety and health standards as defined including the following references:

Part 29 CFR 1926, OSHA Construction Standards with particular attention to 1926.62 Lead; 1926.103 Respirator Protection; 1926.102 Eye and Face Protection; 1926.101 Hearing Protection; 1926.65 Hazardous Waste Operations; 1926.21 Training & Education; 1926.22 Recordkeeping; 1926.57 Ventilation; and 1926.59 Hazard Communication, CCR Subchapter 4 Construction Safety Orders; CCR Article 4, Dusts, Fumes, Mists, Vapors and Gases, CCR Article 13 Work Over or Near Water, NIOSH/OSHA/USCG/EPA publication Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, NIOSH Pocket Guide to Chemical Hazards, OSHA publication Working with Lead in the Construction Industry, and NIOSH Alert Preventing Lead Poisoning in Construction Workers.

### **2.2 Site Operations**

This Plan covers all operations for Abhe & Svoboda, Inc., work to paint the Del Amo, Atlantic, Orange, and Cherry Bridges. Ventilation, personal protective equipment and vacuum exhaust shrouded power tools will be used to control worker exposure and environmental emissions. Containments will be constructed where needed.

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## **2.3 Identification of Personnel**

### **2.3.1 Project Manager**

David Grant

### **2.3.2 Safety, Hlth & Env. Director**

Frank Orbach

### **2.3.3 Project Competent Person(s)**

TBD

### **2.3.4 Project Superintendent**

TBD

### **2.3.5 Quality Control Manager**

TBD

### **2.3.6 Site Safety & Health Coordinator**

TBD

### **2.3.7 Hospital Emergency Room**

TBD

### **2.3.8 Occupational Clinic**

TBD

### **2.3.9 Environmental Sample Testing Laboratory**

Schneider Laboratories Incorporated

2512 W. Clay Street

Richmond, Virginia 23220

Tel: (804) 353-6778

Fax: (804) 353-6928

### **2.3.10 Waste Management and Disposal**

US Ecology

P.O. Box 578

Highway 95

Beatty, NV 89003

### **2.3.11 Hazardous Waste Transportation**

TBD

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**2.3.12 Security Guard Service Company  
TBD**

**3.0 Organization and Responsibilities**

**3.1 Project Manager**

David Grant will be performing the duties as the Project Manager from an out of state office with occasional site visits as required. He will supervise and oversee the following functions to be conducted by Abhe & Svoboda, Inc.

- 1.0 Paint manufacturer submittals to the owner for approval and comment,
- 2.0 Various other submittals and drawings submitted to owner for approval and comment,
- 3.0 Progress schedules submitted to owner for approval and comment, along with updates,
- 4.0 Purchase and acquire materials and equipment necessary to perform work activities on site,
- 5.0 Let and coordinate Subcontracts for required activities on site,
- 6.0 Daily communication with Abhe & Svoboda, Inc, Managers on site,
- 7.0 Manage Schedule and Budget.

**3.2 Area Safety, Health & Environmental Director**

Frank Orbach is the Southern California area Safety, Health & Environmental Director. He has been practicing as an occupational safety & health specialist for numerous years. He will supervise and oversee the following functions.

- 1.0 Development and maintenance of this WPP, and assigning responsibilities for its implementation,
- 2.0 Ensuring that safety audits and written reports are completed in order to comply with the project specifications,
- 3.0 Reporting as required to OSHA, EPA and other agencies as necessary in order to comply with safety, health and environmental regulations.



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- 4.0 Completing the OSHA 300 and 300A reports as required by OSHA,
- 5.0 Completing project safety audits, and reviewing employee near miss incidents and employee accidents or illnesses,
- 6.0 Overseeing provision of employee SH&E training and preparation of employee training certificates. Training for workers on this project will be conducted by the site superintendent, the SSHC or the corporate safety director,
- 7.0 Ensuring that all PPE is properly selected, distributed, maintained and disposed of as detailed in section 5.0 and 6.0 of this plan,
- 8.0 Ensuring all air monitoring and noise monitoring is conducted according to the OSHA standards and project specifications. Air monitoring services for this project will be performed by the CIH, SSHC or contracted to a third party.

**3.3 Project Competent Person(s) / Project Superintendent**

The Competent Persons and Project Superintendent will ensure that frequent and regular inspections of the work site are conducted to document hazard controls are being executed and aspects of the WPP are being enforced. Formal complete site safety inspections will be conducted at the minimum of once per week. The Competent Person will perform site safety inspections, oversight of exposure activities, fall protection, work over water, scaffolding inspection, blast inspection, reclamation activities, containment condition, noise abatement, respiratory protection, medical treatment, compliance with all provisions of this WPP and with OSHA rules and regulations. Copies of all competent person inspection reports will be submitted to the Engineer upon request. Other responsibilities of the Competent Persons and the Site Superintendent will include, but are not limit to the following:

- 1.0 The placement of signs and caution tape as required, and the placement of signs and caution tape at perimeter of contaminated work areas (Regulated Areas) as needed,
- 2.0 Supervise the proper use, care, and maintenance of all scaffolding as well as documentation of scaffold inspections,
- 3.0 Ensure project weekly safety toolbox meetings are held and documented,
- 4.0 Ensure containments are erected and maintained per drawings and specifications,
- 5.0 Ensure equipment, i.e., JLG boom lifts, forklifts, and blast pots are inspected and documented as required by OSHA and company policy,

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- 6.0 Report all serious injuries and fatalities to Cal OSHA within 8 hours. Report all injuries to BOR engineer with and the Safety Director as soon as possible. Report a Cal/OSHA inspection or consultation to the BOR engineer within 30 minutes, and to the Safety Director as soon as possible
- 7.0 Ensure provisions of this WPP are followed for the duration of the project,
- 8.0 Ensure respirators are properly selected, inspected, cleaned, and worn, and that fit tests are up to date,
- 9.0 Ensure that workers have medical clearance to wear respirators and are clean shaven.
- 10.0 Ensure showers are taken after each work shift and the shower log signed by those employees and engineers, who are exposed to lead at concentrations exceeding the PEL,
- 11.0 Ensure training as required by specification for all employees and engineers is performed prior to any exposure to toxic substances,
- 12.0 Ensure daily scaffold, and weekly work site and fire extinguisher inspections are conducted and documented in compliance with this WPP and the requirements of OSHA and EPA,
- 13.0 Ensure exposure monitoring and medical testing results are given to workers and engineers in writing within 5 days of receipt of results,
- 14.0 Regularly evaluate the continued effectiveness of the dust collector and other engineering controls used to minimize worker and engineer exposure to hazardous dust. This will include visible emissions monitoring,
- 15.0 Regularly evaluate spill protection measures and be responsible for spill assessment to determine reportability to the state duty officer and/or EPA,
- 16.0 Stop work and direct Project Lead-men to also stop work activities and or take corrective action whenever necessary to protect worker and/or visitor safety and health and enforce all requirements on this project per project specifications.

### **3.4 Site Safety & Health Coordinator (SSHC)**

If a site safety and health coordinator is assigned to this project, he/she will be responsible to assist the site superintendent in the safety and health responsibilities for the project.

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Some of these responsibilities may include safety orientation training, respirator fit testing, PPE inspection, site safety inspections, incident investigations, and other duties as assigned by the superintendent

### **3.5 Quality Control Manager**

The quality control manager will be responsible for ensuring the quality of all existing paint removal and re-coating operations to specifications.

### **3.6 Occupational Clinic and Physician**

An occupational clinic will be assigned to perform all pre-employment and transferred employee site physicals, employee injury evaluations, and biological monitoring. All medical information will be forwarded to Dickinson Occupational Clinic, ASIs National Clinic for data collection. The assigned clinic staffs will be informed of the special hazards associated with ASIs work at this project and the nature of ASIs business. Audiometric exams for workers will be performed at a designated facility

An occupational physician will be available to evaluate any occupational injury or illness that occurs on this project. The staff will be able to treat any employee who suffers an acute occupational exposure to toxic or hazardous substances.

The occupational physician will be advised that workers on this project will be involved with hazardous operations, chemicals and conditions. Clinic staff will certify based on the Clinic Consultation that the worker will be able to safely perform his/her job. Each worker will be evaluated for their ability to wear negative pressure respiratory protection and a written certification will be required, hearing tests and vision tests will also be administered for new company employees. Criteria for this certification will be based on OSHA 29 CFR 1926 and 29 CFR 1910.134 and is detailed in Section 7.0 of this WPP, along with other elements of the medical surveillance program such as blood lead monitoring.

The Clinic duties include but are not limited to:

- 1.0 Pre-employment physical examinations including certification fit for duty,
- 2.0 Pulmonary function testing with physician approval to wear negative pressure respirators,
- 3.0 Snelling vision tests, color and peripheral vision checks,

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4.0 Termination physical examinations,

5.0 Emergency care and or consultation after acute or injuries or exposures,

6.0 Consultation if elevated blood lead levels and or medical removal occur.

Some Abhe & Svoboda, Inc., employees have already had a physical exam within the past 12 months from other sites involving lead paint removal operations. These individuals will undergo a blood lead and protoporphyrin test prior to commencing work on this project in order to establish a project pre-work level.

### **3.7 Blood Test Samples**

TBD Clinic will be performing Blood Lead Level draws on Abhe & Svoboda, Inc. workers, and/or project engineers when needed. Monthly or bi-monthly lead draws will be performed and any other medical testing as required by Project Specification will be performed.

### **3.8 Contaminant Sample Testing Laboratory**

Schneider Laboratories Incorporated (SLI) is accredited by the American Industrial hygiene Association (AIHA) for metals, asbestos, silica, organic solvents and is overseen by AIHA's Environmental Lead Laboratory Accreditation Program (ELLAP) in samples of soil, paint chips and clearance wipe samples. The National Voluntary Laboratory Accreditation Program (NVLAP) accredits laboratories in asbestos identification by Polarized Light Microscopy (PLM).

SLI accreditation number by AIHA is (#8936) ELLAP number (#8936) NVLAP number (#1150). SLI participates in proficiency programs which help to ensure ongoing technical excellence, these programs include the AIHA ELLAP and EPA NVLAP and PLM programs.

SLI will be providing the following services according to the Project Specification:

1.0 Testing of existing paint chips and waste debris samples,

2.0 Written paint chip and waste debris analysis reports,

3.0 Personal and general area air sampling analysis and reporting,

4.0 Soil sampling analysis and preparation of written reports,

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5.0 Any other required sample analysis that is required by the Project Specifications.

### **3.9 Waste Management and Disposal**

Hazardous and Non-hazardous Waste disposal will be performed in accordance with local, state, and federal regulations. Poseidon Environmental Services, Inc. of Bondman, Ohio (or approved equal) will be the Industrial Hazardous Waste Management consultant for this project.

### **3.10 Security Guard Service**

If required, a security guard service company may be hired to provide security services during non-working hours.

## **4.0 Worker Exposure and Environmental Monitoring**

### **4.1 Potential Sources of Lead Exposure**

The project specifications have indicated that there will be potential for exposure to lead to the following groups of employees during work activities on this project:

- Abrasive blasting removal of existing coatings,
- Power tool removal of existing paint coatings,
- Clean-Up of dry abrasives and paint debris,
- Painters if lead debris remains inside containments,
- Containment crew when moving contaminated tarps,
- Support personnel working in or near paint removal operations,
- Workers maintaining or repairing dust collector and abrasive pots,
- Supervisors, foreman, engineers working in contaminated areas,

### **4.2 Personal Worker Air Sampling**

Exposure monitoring is essential to implementing and maintaining proper industrial hygiene practices at the project. Only by conducting air sampling in the worker's breathing zone can it be assured that the workers are not being exposed to levels above the Permissible Exposure Limit (PEL), or that respiratory protection is adequate for the level of exposure to all workers.

Initial, full shift, exposure monitoring for each ASI job category having potential exposure to lead will be conducted to determine if exposures are above the Action Level or PEL for

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lead. Continuing exposure monitoring will be conducted for employee groups that are exposed above the Action Level on a frequency of every 6 months if exposures are between the AL and PEL and every 3 months for groups exposed above the PEL.

Prior to documentation of lead exposure assessment, workers must use respiratory protection in accordance with the guidelines in section 5.1.1 of this WPP.

If exposures exceed the PEL for lead or any other toxic metal, after implementation of all feasible engineering or administrative controls, Assigned Protection Factors (APF) for respiratory protection will be used to assure compliance with the PELs. Initial and follow-up air sampling results will be used to establish and verify that exposures are within the allowable limits and to comply with the OSHA construction lead standard.

Air samples for lead will be collected by the Abhe & Svoboda, Inc. onsite SSHC, corporate IH, or an outside industrial hygiene consultant. Samples will be analyzed using NIOSH Method 7082 analytical method or equivalent, by Schneider Laboratories. Each sample will be given a unique sample ID number, which will be affixed to the sample and listed on the laboratory chain of custody form. Employees and the BOR Engineer will be notified in writing within 5 days of receipt of the results.

All subcontractors and visitors will be notified of the presence of lead on the jobsite and the need for exposure monitoring as determined by the project site team. ASI will make appropriate PPE to the Engineer or his/her duly appointed representatives if requested.

#### **4.3 Permissible Exposure Limit**

The OSHA Permissible Exposure Limit (PEL), established to protect workers from chronic illness, for all materials is based on an 8-hour Time Weighted-Average (TWA). It is anticipated that personnel will work 10 hour shift on this project. Therefore, the PELs for all materials will be reduced accordingly. Provided below are the 8-hour TWA PELs for lead, arsenic, cadmium, chromium, and iron oxide, as well as the reduced 10-hour TWA PELs for each of these metals:

<u><b>Metal</b></u>	PELs (µg/m <sup>3</sup> )	
	<u><b>8-hour TWA</b></u>	<u><b>10-hour TWA</b></u>
Lead	50	40
Arsenic	10	8
Cadmium	5	4
Chromium	5	4

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#### 4.4 Action Level

OSHA has also established Action Levels (AL) for lead, arsenic, chromium and cadmium. These Action Levels are also based on an 8-hour TWA. Since personnel will work a 10-hour shift on this project the Action Levels for these materials will be reduced. Provided below are the 8-hour TWA ALs for lead, arsenic, chromium and cadmium, as well as the reduced 10-hour TWA Action Levels for each of these metals:

<u>Metal</u>	ALs ( $\mu\text{g}/\text{m}^3$ )	
	<u>8-hour TWA</u>	<u>10-hour TWA</u>
Lead	30	24
Arsenic	5	4
Cadmium	2.5	2
Chromium	2.5	2

The AL is the airborne concentration of a metal, without regard to respirators, at which the following requirements of the applicable OSHA standards must first be implemented:

- Exposure monitoring,
- Housekeeping,
- Employee medical surveillance,
- Employee information and training,
- Signs and Regulated Areas (Areas above the AL)
- Recordkeeping.

#### 4.5 Establishment of Regulated Areas

If required, Abhe & Svoboda, Inc. will use industrial hygiene air monitoring pumps (minimum two per containment area) to obtain area samples for establishing restricted work zones (Regulated Areas). Based on these results, the Regulated Area will be designated as anywhere exposures may exceed the OSHA AL. Caution tape and hazard warning signs will be used to identify this area.

#### 4.6 Air Monitoring Recordkeeping

All personal air sampling results will be maintained by Abhe & Svoboda, Inc for at least 30 years as required. Detailed records of the exposure monitoring shall be in compliance with 29 CFR 1926.62, as given below.

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1.0 The date, ID number, duration, location and results of each of the samples taken, including a description of the sampling procedure used to determine employee-engineer exposure where applicable. Each sample ID # will have the prefix SPEC 2033.

2.0 A description of the sampling and analytical methods used and evidence of their accuracy,

3.0 The type of respiratory protective devices worn,

4.0 Name and job classification of the employee monitored and all other employees whose exposure the measurement is intended to represent; and,

5.0 The environmental variables that could affect the measurement of employee-engineer exposure.

#### **4.7 Engineering Controls**

All feasible engineering controls will be used to minimize worker exposures to the greatest extent possible from the very beginning of this project. Engineering controls, which may be available for dealing with exposures above the PEL, are provided below. Additional controls may be necessary depending on the results of air monitoring once the project begins.

<u>Job Title</u>	<u>Controls to be Taken</u>
Blasters	Exhaust Ventilation/Dust Collector
Clean-Up Crew	HEPA Vacuums
Painters	Exhaust Ventilation/Dust Collector
Power Tool Cleaning	Tool Exhaust Shrouded System

#### **4.8 Ambient Environmental Air Samples**

Ambient environmental air sampling for lead will be conducted using TSP (Total Suspended Particulate) monitors and sampling methods. These monitors will be located at locations and distances from the containment as recommended by SSPPC guidelines. According to the contract specifications, four monitors will be set up, one on each side of the containment once per week. There are no critical receptors such as schools, nursing homes or hospitals in the immediate vicinity of the project that will require additional monitoring.

All containments will be fully sealed and the entrance will have an airlock to keep contaminants inside. A smoke candle will be used once per week to check the



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effectiveness of the ventilation system to remove airborne dust, and a manometer will be used to record the negative pressure inside the containment maintained by the dust collection system. The containments will also be checked daily for holes, rips and tears. All containment breeches will be repaired immediately.

#### **4.9 Visible Emissions Monitoring**

Visible emissions will be minimized to the greatest extent possible by using containment enclosure systems that are adequately sealed. Visible emissions monitoring will be conducted according to EPA Method 22, and will occur at randomly selected times. Typically, 15-20 minutes of observation followed by 5-10 minutes of rest. For any 15 minute period, visible emissions will not exceed 9 seconds. Any visible emissions extending beyond the regulated area will also be cause for immediate project shut down until emissions are corrected. All such cases will be documented in a daily log. The daily log will include a record of the visible emissions, clean-up activities performed as a result of the emissions, and corrective actions taken to prevent recurrences. In the event of excessive of visible emissions, a written report will be submitted to the engineer within 24 hours of the event.

#### **4.10 Observation of PBZ Monitoring**

All workers will be given the opportunity to observe the personal breathing zone (pbz) exposure monitoring procedures in accordance with 29 CFR 1926.62 (O). Without interfering with the exposure, the observers will be allowed to:

- Receive an explanation of the monitoring procedures
- Observe all steps related to the exposure monitoring
- Record the results obtained or receive copies of the results when returned from the laboratory.

### **5.0 Respiratory Protection**

Feasible engineering and administrative controls shall be implemented to reduce airborne concentrations of toxic metals below their 10-hour TWA PELs without regard to respiratory protection. Where such controls are incapable of reducing exposures below the PEL, respiratory protection will be incorporated as an integral part of this project. No paint removal or cleaning up of paint debris will be permitted without the use of respirators. A half-face air purifying HEPA respirator will be the minimum respiratory protection used in work areas involved in these activities. The proper type of respirator for each work task or job function is given in the table provided below, along with its NIOSH/OSHA Assigned Protection Factor (APF). Results of air monitoring for worker exposure may require adjustments to be made to this selection table. For

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half-face respirators, additional eye or face protection is required when injury from flying objects, such as paint chips exist, and to protect from mist while spray painting. .

### 5.1 Selection of Respirators

The following chart will be used to select respiratory protection for activities to be conducted on this project. If personal breathing zone air sampling shows lower or higher actual exposures during the activities listed, the protection factor for respirators required during these activities may be relaxed or increased as appropriate.

<b><u>Job Function</u></b>	<b><u>Respirator to Use</u></b>	<b><u>Protection Factor</u></b>
Brush & roller painting in lead containments	Half face air purifying respirator with dual HEPA organic vapor cartridges	X 10 = 0.5 mg/m <sup>3</sup> lead = 500 ppm Xylene vapor/mist
Spray painting in lead containments	Full face air purifying Respirator with dual HEPA/vapor/mist cart.	X 50 = 2.5 mg/m <sup>3</sup> lead = 2500 ppm Xylene
Manual scraping/sanding	Half face air purifying respirator w/HEPA cart	X 10 = 0.5 mg/m <sup>3</sup> lead
Power tool cleaning with dust collection system	Half face air purifying respirator w/HEPA cart	X 10 = 0.5 mg/m <sup>3</sup> lead
Power tool cleaning without dust collection system	Full face respirator with HEPA cartridges	X 50 = 2.5 mg/m <sup>3</sup> lead
Moving containments with contaminated tarps	Full face respirators with HEPA cartridges	X 50 = 2.5 mg/m <sup>3</sup> lead
Vacuuming spent abrasives With no abrasive blasting	Full face respirators with HEPA cartridge	X 50 = 2.5 mg/m <sup>3</sup> lead
Abrasive Blasting	Air supplied respirators	X 1000 = 50 mg/m <sup>3</sup> lead
Vacuuming spent abrasives	Air supplied respirators	X 1000 = 50 mg/m <sup>3</sup> lead

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Inside containments during  
Blasting

### **5.2 Cartridge Change-Out Schedule**

Cartridges or filters for negative pressure respirators will be changed out according to the following schedule unless the conditions listed below exist.

<b>Job Function</b>	<b>Change Out Frequency</b>
Brush and roller painting	Every 3 <sup>rd</sup> day of use
Spray painting	Every day of use
Manual scraping/sanding	Every 3 <sup>rd</sup> day of use
Power tooling w/dust collection	Every 3 <sup>rd</sup> day of use
Power tooling w/o dust collection	Every day of use
Moving containment tarps	Every 3 <sup>rd</sup> day of use
Vacuuuming spent abrasives	Every day of us

Cartridges for negative pressure respirators will be changed anytime a worker experiences difficulty breathing through the respirator with cartridges in place

If a strange odor is detected, the worker should adjust the respirator and perform a positive and negative fit check. If the strange odor is still detected, change the cartridges. If the odor is still detected, ask for a new respirator and fit test to ensure a good seal.

### **5.3 Respirator Training**

All workers will receive training in the proper use, limitations/advantages, cleaning, maintenance and storage of respirators, and how to replace filters and obtain proper fit. This training will be included in the initial training program discussed in section 10.0 of this WPP.

### **5.4 Respirator Fit Testing**

The SSHC will perform qualitative face fit testing at the time of initial fitting and at least every 12 months thereafter for each employee wearing a negative pressure half or full face respirator. Fit tests are required by 29 CFR 1926.62 (f)(3) and 1910.134 to achieve an Assigned Protection Factors (APFs) of ten or fifty times the PEL for half and full face piece respirators respectively. Qualitative fit testing will be used for half face and full face negative pressure respirators only. If exposures to cadmium, or lead exceed fifty times the PEL, workers will be required to use full face air supplied, positive pressure respirator.

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The SSHC or another site Competent Person will conduct the qualitative fit test using irritant smoke or Bitrex protocol found in the OSHA Respiratory Standard, 1910.134 and the Appendix of the OSHA Lead in Construction Standard 29 CFR 1926.62.

### **5.5 Respirator Cleaning, Maintenance and Storage**

Individual half face respirators will be issued to each production worker for use on this project. Individual wrapped wipes will be available for daily and spot cleaning, but facilities will be available for cleaning with soap, warm water, brushes and rinse water. All workers will receive instructions on the proper cleaning techniques and given the responsibility for cleaning of their individual respirators. Inspections will be made periodically by the SSHC or a Competent Person to insure that respirators are being properly cleaned and maintained. Periodic wipe samples for lead detection on the inside of the respirators will be taken to determine the adequacy of the respirator cleaning procedures.

During cleaning, respirators will be inspected for defects and worn parts, or the need for replacement of parts or the filter cartridges. Also, the individual workers will be trained to inspect respirators and conduct fit checks prior to use. Extra filters shall be made available and filters will be replaced according the change out schedule provided below or as needed to allow easy breathing by the user. New parts such as inhalation/exhalation valves, head bands, and exhalation valve covers will likewise be made available to the workers and instructions given in the proper replacements of those parts.

Half and full face respirators will be kept in zip lock plastic bags when not in use and will not be exposed to direct sunlight or anything placed on top of them which could distort their shape.

### **5.6 Respirator Medical Approval**

All workers required to use negative pressure respirators, or otherwise use such units must complete the respirator medical questionnaire and must receive approval by a licensed Physician or Licensed Health Care Professional (PLHCP) that they are physically fit for use of the unit and worn in the environment they are assigned to work in. This Certification shall be made in writing as discussed in Section 8.0 of this WPP. The physician or PLHCP must check any worker having difficulty breathing or working while using an intact respirator to assure that they may continue to work in the area requiring respiratory protection.

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### **5.7 Supplied Air Respirator Breathing Air Quality**

Compressed air, used for air supplied respirators, will meet the requirements for grade D breathing air as described in the Compressed Gas Association (CGA) Commodity Specification for Air (G-7.1-1989- 1966). The compressor will meet the requirements of 29 CFR 1910.134 (d)(2)(ii). It will be equipped with the necessary safety devices and sorbent filters, and be situated to avoid entry of contaminated air. Air line couplings will be incompatible with outlets for other hydraulic systems to prevent inadvertent servicing of air line respirators with non-grade D air.

Carbon monoxide gas detection monitors will be set up to monitor the breathing air supplied by oil lubricated compressors (see section 5.1.6). Carbon monoxide monitors will be calibrated by a competent person according to the manufacturer's recommendations and field tested at least monthly. The alarm will be set to indicate the presence of carbon monoxide at 10 PPM upon which workers will be alerted to shut down their air and leave the containment. A record of these calibrations and field tests will be kept on the CO Calibration log.

### **5.8 Respirator Inspections**

In addition to the inspections discussed in the above paragraphs of Section 5.0 of this WPP, frequent, random inspections will be made by a site Competent Person to assure that respirators are properly selected, used, cleaned and maintained. Written records of these and all inspections of the respirators by a Competent Person will be made and maintained for the duration of the project, plus three years thereafter.

## **6.0 Personal Protective Equipment**

Personal protective equipment (PPE) will be provided to all workers.

### **6.1 Protective Work Clothing (PWC)**

All workers involved in surface preparation, paint debris clean-up, burning, cutting or welding in which exposure to lead dust may exceed the PEL, will change out of their street clothing and shoes, and put on work clothes and boots before entering the regulated work areas. At the end of the day before leaving the jobsite work clothes and boots will be removed, and the worker will shower before putting on street clothes and shoes to go home. Street clothing may not be worn during work on this project, even underneath protective work coveralls.

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Contaminated work coveralls will be vacuumed of loose dust using a HEPA vacuum, and may not be taken away from the project after work. Work coveralls consisting of disposable synthetic or cloth coveralls, will be provided by Abhe & Svoboda, Inc., for workers involved in these designated job functions. Coveralls will be collected and laundered on site or sent to an approved laundry facility. Containers with coveralls or work clothes to be laundered off site will contain the appropriate lead warnings. Coverall, work clothing and towels may be laundered on site. In that case wash water will be filtered, collected and tested before disposal.

Clean coveralls will be provided daily for all workers whose lead exposure levels exceed an 8 hr TWA of 200 ug/m<sup>3</sup> and at least weekly for workers whose lead exposure is above the action level of 40 ug/m<sup>3</sup> but below 200 ug/m<sup>3</sup>.

Disposable coveralls will not be used as the sole means of PWC if such garments are likely to become torn or fall apart under normal use, i.e., during blasting. In these cases cloth coveralls or similar PWC shall be used. Cleaning and decontamination procedures are detailed in Section 9.0 and laundering procedures are discussed in Section 7.5 of this WPP.

## **6.2 Eye and Face Protection**

Eye and face protection is mandatory on this project. The Safety Director, Competent Person and Project superintendent, will determine specific protective eye/face equipment to be used on all tasks, on this site. Guidelines presented in the PPE Chart, Section 5.1 of the ASI SH&E Manual will be followed.

## **6.3 Other Personal Protective Equipment (PPE)**

Additional PPE, such as hard hats, fall protection full body harnesses, lanyards with deceleration devices attached, hearing protection, gloves, boots, safety glasses, welding gloves, barriers, etc., will be issued by Abhe & Svoboda, Inc., as required by the project or requested by the workers. See ASI PPE Chart, referenced above. Eye protection and hand protection will be required for all field workers. Respiratory Protection and the above mentioned PPE will be provided to the owners engineer upon request. Once issued, persons will be responsible for care, inspection and use in accordance with Abhe & Svoboda, Inc., PPE policy.

## **6.4 Heat Stress**

Use of PPE, especially protective work clothing, can result in additional heat stress during hot weather. The SSHC or Competent Person will monitor potential heat stress problems and modify the work regime as necessary. Actions may include frequent water breaks, use

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of electrolytes similar to Gatorade or Powerade, use of short sleeve clothing underneath protective work clothing, etc. Heat stress conditions pursuant to ACGIH and NIOSH guidelines will be identified by the SSHC or Competent Person using several methods including visual observations and worker feedback, wet and dry bulb temperatures, relative humidity and other methods recommended by NIOSH, ACGIH and the ASI SH&E Director.

## **7.0 Personal Hygiene Facilities and Practices**

If initial testing of existing coatings indicates that there will be an exposure to lead when removing existing coatings from the exterior of the bridges, then the workers will be protected as such. Ingestion of lead is one of the most common and serious routes of lead exposure, since lead is easily absorbed from the gastrointestinal tract. For this reason all sources of ingestion of lead dust must be eliminated or minimized to the greatest degree possible. Likewise, all lead contamination must be removed and left at the project so that exposure subsequent to leaving the project, to the workers, engineers or their families, is avoided. The following procedures pertain to all workers potentially exposed to lead dust above the OSHA AL:

### **7.1 Regulated Areas**

To prevent inadvertent contamination leaving the work site, and to minimize contamination to the workers during the work shift, Regulated Areas will be designated where lead exposure is at or above the Action Level, including the containment enclosure and all work areas involved in lead paint removal, clean up, set up or equipment involved in these operations. Regulated Areas will have access limited to workers and visitors who have received the required training (See Section 10.0), medical surveillance (See Section 8.0) and are wearing respirators and protective clothing required by Sections 5.0 and 6.0 of this WPP respectively. Supervisors, inspectors, engineers and/or authorized visitors must also wear respirators and appropriate clothing and/or protective equipment. No food, beverages or tobacco products are to be present or consumed in Regulated Areas, and signs to that effect will be posted (See Section 7.2)

### **7.2 Warning Signs**

Warning signs will be posted in each work area where potential exposure to lead or other toxic metals may occur, or is known to exceed the PEL (Regulated Areas), to adequately inform employees, engineers and the public of the presence of lead or other metals and the possible need to utilize respirators and other protective equipment when entering the area. All warning signs will be a minimum of 8.5" x 11" in size with black block lettering on a

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white, yellow, or orange background. Phrases to be placed on the signs include “Warning”, “Lead Work Area”, “Poison”, and “No Smoking or Eating” (See Section 17.0 for additional details). Signs will be illuminated and cleaned as necessary so that the legend is readily visible, and will be located at such a distance that personnel may read the sign and take the necessary precautions before entering the area. If needed, warning signs for arsenic and or cadmium will be posted in accordance with Section 19.0 of this WPP.

### **7.3 Decontamination Trailer and Hand Wash Stations**

A decontamination trailer equipped with multiple showers separating clean and contaminated (dirty) sides of the trailer will be available at the job yard site, only if required. All street clothing worn to the job will be removed and stored in lockers on the clean side of the trailer. Work clothing, once used and contaminated shall remain on the contaminated side of the trailer. Workers wearing contaminated work clothing must pass through the dirty side of the trailer after leaving the Regulated Area and remove the contaminated work clothing. At the end of each work day, the SSHC or Competent Person will confirm that workers exposed to lead above the PEL have showered completely with soap, including hair washing. A “Shower Log” will be provided for all workers to sign each day after taking their shower.

The decontamination trailer will be located at the yard site. Workers will be transported to and from the work site by truck if the distance is too far to walk. Once workers have changed into their protective work clothing and that clothing has become contaminated with lead dust, they will not be permitted to enter or use their personnel vehicles until they have removed the PWC, have showered and are once again wearing their clean street clothing. All wash water will be filtered through a multi-stage filtration system ending in a 5 micron filter or better filter, containerized and tested pursuant to the project specification to remove metals and other materials to below the local sewer authority’s limit for these materials.

Portable hand wash stations will be set up near the “Regulated Area” perimeter. Hands and face must be washed before eating, drinking or smoking.

### **7.4 Lunch Facility**

Lunch facilities will be set up in a clean area where airborne lead levels are below the Action Level, away from all sources of contamination. Contaminated coveralls must be rolled down to the waist, and hands and face must be washed prior to eating, drinking or smoking. All work clothing must be cleared of loose dust by vacuuming with a HEPA vacuum prior to entering the lunch area. If a lunch table is placed in the area, it must be cleaned prior to placing food on it, and again after workers have returned to work. Signs



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will be displayed in the lunch area to this effect. Wipe samples will be taken randomly to assess cleaning procedures, and confirm surface cleanliness below 100 µg/ft<sup>2</sup> of lead.

### **7.5 Laundering of Work Clothing & Coveralls**

Work clothing will be laundered on a weekly basis and work coveralls on a daily basis for all workers exposed to lead above the 200 ug/m<sup>3</sup>. Work boots must remain at the project or decontamination trailer for the duration of the job. Work coveralls will be removed in the Regulated Area and put into plastic lined 55 gallon drums, before boarding the truck for transport to the decontamination trailer. The plastic liner with the dirty coveralls will be sealed and the drum transported separately to the site yard. The coveralls will be laundered on site by a trained worker who will be lead trained and certified to wear negative pressure respirators or sent to an approved laundry facility.

If the workers walk to the decontamination trailer, their work coveralls will be HEPA vacuumed in the regulated area and removed in the dirty room of the decontamination/shower trailer and placed into a labeled and lined drum. If workers are transported to the yard, they will remove their contaminated coveralls and put them into a labeled and lined drum at the perimeter of the regulated area.

### **7.6 Housekeeping**

All work areas will be maintained as free as practical of accumulation of lead. Dry sweeping of lead containing debris and cleaning with compressed air (non-production related usage) is prohibited: only a vacuum equipped with a HEPA filter, or wet cleaning will be used for such housekeeping purposes. Accumulations of dust or debris containing lead or other toxic metals will be cleaned daily, at a minimum.

### **7.7 Hygiene Rules**

The following hygiene rules will be posted in the work areas and lunch and decontamination areas, to remind workers to these job requirements:

## **PROJECT HYGIENE RULES**

- 1.0 ONLY APPROPRIATE PROTECTIVE WORK CLOTHING CAN BE WORN WHILE WORKING.**

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- 2.0 ALL WORK CLOTHING MUST BE VACUUMED OFF WITH A HEPA VACUUM FOR LOOSE DUST PRIOR TO LEAVING WORK AREA FOR BREAKS OR LUNCH. THE USE OF COMPRESSED AIR WILL BE PROHIBITED.**
- 3.0 ALL PROTECTIVE WORK CLOTHING MUST REMAIN AT THE PROJECT.**
- 4.0 HANDS AND FACE MUST BE WASHED PRIOR TO EATING, DRINKING OR SMOKING.**
- 5.0 EATING SURFACES MUST BE CLEANED BEFORE AND AFTER EATING.**
- 6.0 A SOAPY SHOWER MUST BE TAKEN EVERYDAY BEFORE LEAVING THE PROJECT INCLUDING WASHING YOUR HAIR.**
- 7.0 SMOKING, EATING, APPLYING COSMETICS AND THE PRESENCE OF TOBACCO PRODUCTS, FOOD STUFFS OR COSMETICS ARE PROHIBITED IN ALL WORK AREAS.**

### **8.0 Medical Surveillance Program**

All workers potentially exposed to lead above the OSHA Action Level are required to enter the medical surveillance program to reveal medical conditions which could predispose an individual to excess risk from working on this project, and clearance to wear a negative-pressure respirator.

#### **8.1 Medical Program Elements**

- 1.0 Each ASI worker transferred to this site must have blood testing for lead and zinc protoporphyrin (ZPP) as outlined below within one year prior to commencing work. All new hires will be tested for blood lead and ZPP before being assigned to work in Regulated Areas on this project. An OSHA certified laboratory will perform the analytical work. If required, cadmium and arsenic testing will also be provided,
- 2.0 Each worker assigned to work in a Regulated Area will have blood testing for lead and ZPP before working on this project, at 4-6 week intervals, and at the conclusion of the job. An OSHA approved laboratory will perform this testing. Any worker with an

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initial blood lead level above 40 µg/dl will not be permitted to work in Regulated Areas on this project,

- 3.0 Whenever blood testing reveals more than 50 µg/dl of lead of whole blood, that worker shall be placed on restricted duty outside of "Regulated Areas" and an entry shall be made on the OSHA 300 Log. Removed workers will not be allowed to return to full duty until two consecutive blood tests result in levels below 40 µg/dl. Restricted duty is defined as work in which the 10-hour TWA exposure to lead does not exceed 30 µg/m<sup>3</sup>, the OSHA Action Level. OSHA's Medical Removal Protection Benefits regulation protects the worker's wages for up to 18 months, or the duration of the project whichever is less.
- 4.0 Whenever blood testing reveals 25 µg/dl or greater of lead in whole blood, workers will be put on a ASI Blood Lead Level Reduction Program (BLLRP) which consists of signing a form where action steps are detailed to reduce lead exposure. Workers on the BLLRP will be re-tested at 2 week intervals and given additional supervision. PPE will be upgraded if necessary to provide a higher level of protection.
- 5.0 Each worker must receive a medical clearance from a physician or licensed health care provider for working with the use of respiratory protection,
- 6.0 For work involving noisy equipment or machinery, each worker must have an annual audiogram to detect noise induced hearing loss,
- 7.0 Post employment or yearly physical examinations, as outlined for baseline exams, will be provided for all workers who work in Regulated Areas on any ASI job.

## **8.2 Baseline Medical Examinations**

The elements of the baseline examination will be as follows:

- 1.0 Complete work history with special emphasis on past lead exposure,
- 2.0 Complete medical history with special emphasis on personal habits such as smoking and hygiene, and any past lead-related health effects including gastrointestinal, renal, hematological, cardiovascular, reproductive and neurological problems,
- 3.0 Thorough physical examination with special emphasis to teeth, gums, hema-tological, gastrointestinal, renal, cardiovascular, pulmonary and neurological systems,
- 4.0 Blood pressure measurement,

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5.0 Blood testing for the following determinations:

- Blood lead,
- Complete blood count (CB) including hemoglobin/hematocrit determination,
- Zinc Protoporphyrin (ZPP),
- Blood urea nitrogen (BUN),
- Serum creatine,
- Urinalysis with microscope.

6.0 Pulmonary Function Test (PFT),

7.0 Hearing test,

8.0 Snelling eye test, periphery and color test.

9.0 In addition, pregnancy and fertility testing will be made available to workers upon request.

### **8.3 Additional Medical Testing for Other Metals**

For exposure to cadmium above the Action Level (AL) additional blood and urine testing for cadmium will be performed pursuant to 29 CFR 1926.1127. For arsenic exposure above the AL, specialized medical surveillance and x-rays pursuant to 29 CFR 1926.1118 will be performed. See Section 17.0 for additional information. See Hexavalent Chromium per 29 CFR 1926.1126 (after November 27, 2006).

### **8.4 Medical Notification**

All workers tested and/or examined under this medical surveillance program will be notified in writing of the results of testing within 5 working days after Abhe & Svoboda, Inc., receive the results.

### **8.5 Medical Recordkeeping**

Medical records will be maintained for the duration of employment plus 30 years, or a total of 30 years, whichever is longer. Each worker or his or her duly appointed representative will be able to access those records upon written request of Abhe & Svoboda, Inc. Those records will include but not be limited to the following items:

1.0 Name, social security number and job description,

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- 2.0 Copy of physicians' written opinion, including clearance to wear a respirator,
- 3.0 Results of exposure monitoring,
- 4.0 Records of medical complaints related to lead exposure,
- 5.0 Copy of medical examination results including medical and work history,
- 6.0 If available to Abhe & Svoboda, Inc., descriptions of the laboratory procedures and a copy of any standards or guidelines used to interpret the test results or references to that information,
- 7.0 Copies of biological monitoring results,
- 8.0 If an individual worker is removed from exposure to lead the following records will be kept as well:
  - Date of each occasion that the individual was removed from exposure, and returned to work.
  - A brief explanation of how each removal was or is being accomplished.
  - A statement indicating the reason for removal and blood level results

## **9.0 Decontamination Procedures**

All contaminated materials, equipment, clothing, etc. must be properly decontaminated before leaving the site and/or receive proper disposal. All decontamination activities and preparation for disposal or decontamination will occur in a decontamination area in the site yard. Items known or suspected to be contaminated during the course of operations must remain within this zone until decontaminated, and are listed below.

### **9.1 Paint Debris**

Lead bearing dust removed from the aqueducts will be stored in 20 yard dumpsters until ready for pick up by the licensed hazardous waste transportation company. Lead bearing waste will be disposed of according to all State and Federal Environmental Regulations.

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### **9.2 Personal Protective Equipment**

As discussed under other sections of this WPP, personal respirators will be cleaned and maintained by the workers. Worn or replaced parts, including used filters will be stored. Contaminated coveralls and work clothes will be laundered or treated as hazardous waste. Used respirator cartridges will be treated as hazardous waste.

### **9.3 Paint Removal Equipment**

Paint removal equipment will be cleaned as necessary to prevent spreading contamination to other site areas. Dust can be removed by washing with a solution consisting of one ounce 5% trisodium phosphate (TSP) per gallon of water. Contaminated wash water will be filtered to remove any lead using an ion exchange resin filter, collected and tested prior to discharge into any Publicly Owned Treatment Works (POTW).

### **9.4 Hygiene Water**

All hygiene water from the decontamination trailers and hand wash facilities will be filtered through a multi-stage filtration system ending in a 5 micron or better filter, containerized, and tested pursuant to the project specification to remove metals and other materials to below the local sewer authority's limit for these materials.

## **10.0 Employee Training**

All workers newly hired by Abhe & Svoboda for this project will receive "New Employee Safety Orientation Training" and all transferred Abhe & Svoboda employees will receive "Site Specific Safety Training".

Topics to be included in "New Employee Safety Orientation Training" include:

- General Safety Overview
  - ASI SH&E Handbook
  - ASI Drug & Alcohol Policy
  - Reporting of unsafe conditions and acts
  - Daily inspections of tools and equipment
  - Job-site Safety Toolbox Meetings
  - Safety Violation Discipline Policy
  - Accident and Injury Reporting requirements
- Hazard Communication
- Fall Protection

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- Lead Hazard Awareness & Exposure Control
- Respiratory Protection
- Hearing Conservation
- Personal Protective Equipment
- Electrical Safety
- Back Injury Prevention
- Scaffold & Ladder Safety
- Hand & Power Tools
- Fire Protection & Fire Extinguisher Use
- Other safety training as needed:
  - Confined Space Entry
  - Heat Stress
  - Lock Out/Tag Out
  - Welding & Cutting
  - Abrasive Blasting
  - Painting Safety (Airless & Conventional)
  - Forklift, Aerial Lifts, and Crane Operation

Topics included in Site Specific Safety Training include:

- Emergency Action Plan
- Hazard Communication Plan
- Personal Protective Equipment Plan
- Respiratory Protection Plan
- Fall Protection Plan
- Lead Hazard Awareness & Protection Plan
- Environmental Protection Plan
- Decontamination Procedures Plan

### **11.0 Recordkeeping Summary**

The following types of records and reports will be generated and maintained as a result of this project and compliance with OSHA regulations and the project specification:

- Medical exam records,
- Clearance for respirator use certificate,
- Medical removal and BLLRP records,
- Air sampling results,
- Certificates of training,
- Inspections for proper use and maintenance of respirators,

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- Site, Scaffold and Equipment Inspection checklists,
- Random audits by the Company SH&E Director or his representative,
- Employee records indicating dates of work involving potential exposure to lead.

These records will be maintained for each employee for at least 30 years beyond termination from Abhe & Svoboda, Inc., or 30 years whichever is longer. Other non-worker records will be maintained indefinitely, but no less than 10 years beyond the existence of the Corporation.

In the event that Abhe & Svoboda, Inc. ceases to do business, the records will be transferred to its successor company, who will retain the records for the remainder of the specified duration. If there is no successor company, records will be sent to the director of OSHA.

## **12.0 Emergency Preparedness, Prevention & Contingency Plan**

This section describes contingencies and emergency planning procedures to be implemented at the site. This plan is compatible with local, state and federal disaster and emergency management plans as appropriate, and will be coordinated with local authorities. In addition, a meeting or other communication with the local hospital and fire department will occur so as to advise the emergency personnel of the nature and type of contaminates victims may have been exposed to while on site, in the event they are transported to the hospital or EMTs are required. Directions to the hospital will be posted on the site and a copy will be placed in all site vehicles when this WPP is in effect. All serious injuries/illnesses the worker will be transported by ambulance, not Abhe & Svoboda, Inc., personnel. Emergency procedures will be posted and covered in initial site-specific safety training or weekly safety toolbox meetings.

### **12.1 Pre-Emergency Planning**

The Project Superintendent or designated representatives will establish a line of communication with local hospitals, fire department, government agencies and other emergency response organizations prior to site activities. During the site briefings held periodically, all employees will be trained in and reminded of provisions of the emergency response plan, communication systems, and evacuation routes. The plan will be evaluated and revised if necessary, on a regular basis to ensure that the plan is adequate and consistent with prevailing site conditions.



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### **12.2 Lines of Authority**

The Project Superintendent will have primary responsibility for responding to and correcting emergency situations. This includes taking appropriate measures to ensure the safety of site personnel and the public. Possible actions may involve evacuation of adjacent personnel. Additionally he is responsible for ensuring that corrective measures have been implemented, appropriate authorities notified, including the BOR engineer, and follow up reports completed.

### **12.3 Emergency Recognition and Prevention**

Personnel will be familiar with techniques of hazard recognition, pre-assignment training and site specific briefings. The Project Superintendent is responsible for ensuring that prevention devices or equipment (air horn, two way radio, mobile phone, emergency vehicles, directions to hospital, emergency phone numbers, etc.) are available to personnel.

### **12.4 Evacuation Routes and Procedures**

The route to the evacuation assembly area will be posted on the site safety bulletin board

If a worker discovers a fire, chemical spill or release, structure collapse, or other process upset necessitating emergency action, he or she will immediately notify the Project Superintendent. An immediate decision will be made as to whether to evacuate the site or other actions to be taken. The Project superintendent is primarily responsible for this decision.

The primary response to any emergency will be to protect the health and safety of employees, contractors, subcontractors, engineers and visitors on site, as well as the community and the environment. Steps will be taken to identify, contain, treat, and properly dispose of the materials involved as a secondary response.

In the event of an emergency, which necessitates an evacuation of the site, the following alarm procedures will be implemented:

#### **THREE LONG BLASTS OF A COMPRESSED AIR HORN**

When notified to evacuate, all personnel will stop work. Workers inside blast containment will proceed to the exit and decontaminate their coveralls. Workers on scaffolding come down to grade level. Unless otherwise directed all personnel will proceed to the designated off-site evacuation point. Personnel will be accounted for by the SSHC or Site Superintendent, and will remain at the evacuation area until re-entry alarm (single blast of

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air horn) is sounded or an authorized individual provides further instructions. Air horns will be located in the Regulated Area, the decontamination zone, and the site trailer.

In general, employees should proceed to a designated meeting location that is upwind and uphill from the site or location of the incident, unless otherwise instructed by supervisory personnel.

### **12.5 Emergency Contacts/Notification System**

The following list provides names and telephone numbers for emergency contact personnel. It will be posted in the office trailer or where the nearest phones are located. In the event of a medical emergency, personnel will take direction from the Project Superintendent and notify the appropriate emergency organization. In the event of a fire or spill, the Project Superintendent will notify the appropriate local, state and federal agencies.

In case of an emergency arising from the performance of work which threatens loss or injury to property and/or safety of life during working hours, the Site Superintendent shall notify the Owner' Engineer of the emergency and the action taken immediately thereafter.

<u><b>Organization</b></u>	<u><b>Contact</b></u>	<u><b>Number</b></u>
Ambulance	Emergency	911
Police	Emergency	911
Fire	Emergency	911
Poison Control Center		(800) 962-1253
National Response Center		(800) 424-8802
Center for Disease Control		(800) 311-3435
CHEMTREC		(800) 424-9300
Cal/OSHA (Los Angeles Office)		(213) 576-7451

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### **12.6 Emergency Medical Treatment Procedures**

Any person who becomes ill or injured in the Regulated Area must be decontaminated to the maximum extent possible. If the injury or illness is minor, full decontamination should be completed and first aid administered prior to transport. If the patient's condition is serious, at least partial decontamination should be completed (i.e., removal of coveralls). First aid should be administered while awaiting an ambulance or paramedics. All injuries and illnesses must be immediately reported to the Project Superintendent.

Any person being transported to a clinic or hospital for treatment should take with them information on the chemicals they have been exposed to at the site. All workers injured on the site who need to be seen by a physician or transported to emergency care shall be accompanied by the site superintendent or site safety and health coordinator.

All serious injuries and fatalities will be reported to Cal OSHA within 8 hours. Serious injuries include: broken limbs, amputation, chemical asphyxia, etc.

### **12.7 Fire or Explosion**

In the event of a fire or explosion, the local fire department should be called immediately. Upon their arrival, the Project Manager or Project Superintendent will advise the fire commander of the location, nature, and identification of the hazardous materials on site. If it is safe to do so, site personnel may:

- Use fire extinguishers available on site to control or extinguish incipient fires (See OSHA fire protection requirements, for limitations on worker use and training of fire extinguishers),
- Remove or isolate flammable or other hazardous materials, which may contribute to the fire.

### **12.8 Spills or Leaks**

In the event of a spill or leak, site personnel will:

- Inform their supervisor immediately,
- Locate the source of the spillage and stop the flow if it can be done safely,
- Begin containment and recovery of the spilled materials if it can be done safely.

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If the spill or release is expected to pose significant hazards or is beyond the capabilities of the immediate personnel, then the Project Superintendent will be contacted immediately. When contacted, the Project Superintendent will obtain and assess the following information:

- The material spilled or released,
- Location of the release or spill,
- An estimate of the quantity released and the rate at which it is being released,
- Any injuries involved,
- Fire and/or explosion or possibility of these events occurring,
- The area and materials involved in the location of the fire or explosion.

In the event of a chemical spill that is not contained within a dike or bermed area, an area of isolation will be established around the spill. The size of the area will generally be dependent on the size of the spill and the materials involved. When any spill occurs, only those persons involved in the oversight or performance of the emergency cleanup operations will be allowed within the designated hazard area. If possible, this area will be roped or otherwise blocked off.

If an incident may threaten the health or safety of the surrounding community, the Foreman will report to the Project Superintendent, who will inform the proper agencies as well as the BOR engineer of the threat in the event that this is necessary. The telephone numbers of emergency response organizations are listed in Section 12.5.

If the control and cleanup of the spill or release is within the capabilities of on-site personnel then the Police or emergency management personnel will not be notified unless the release migrates beyond the perimeter of the site. Reporting of spills or releases in accordance with other federal, state and local regulations will be performed according to the project Emergency Chain of Command and Responsibilities.

### **12.9 Emergency Equipment/Facilities**

Field emergency equipment will consist of the following:

- First aid kit,
- Fire extinguishers,
- Rescue equipment for confined space/falls
- Emergency Eye wash (capable of 15 minutes of flushing),
- Emergency shower (shower trailer),
- Two way radio or mobile phone.

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### **12.10 Emergency Incident Follow-up and Critique**

Following all emergency response actions and activation of this plan, the Project Manager and/or Project Superintendent will conduct a debriefing session of all key personnel involved. The response will be critiqued, documented, and response plans revised if necessary. Corrective actions will be listed where procedures were inadequate or need improvement. Responsible persons will be listed and held accountable for follow-up. Depending on the size and nature of the incident, an investigation will be performed by the Project Manager, Project Superintendent, Project Engineer, and Corporate Safety Director.

### **13.0 Hazard Communication Program**

This program has been prepared to comply with the requirements of the Hazard Communication Rule 29 CFR 1926.59, and to ensure the information necessary for the safe use, handling and storage of hazardous chemicals is provided and made available to employees.

#### **13.1 Chemical Inventory**

- 1.0 The Project Superintendent and/or SSHC will maintain an inventory of all known chemicals in the use at the work-site. A chemical inventory list along with the MSDS (Material Safety Data Sheet) will be available at the project office. Any new hazardous chemical brought on site will be added to the inventory list and its MSDS added to the MSDS file. A briefing on the hazards, signs and symptoms of exposure, and how to safely use the material will be addressed at a morning tool box safety meeting.
- 2.0 Hazardous chemicals brought onto the work site by Abhe & Svoboda, Inc., will be included on the hazardous chemical inventory list.
- 3.0 Known hazardous materials that will be encountered on this project include: lead dust, organic zinc rich primer paint, organic intermediate paint, polyurethane top coat paint and organic solvent thinners.

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### **13.2 Container Labeling**

- 1.0 All chemicals on site will be stored in their original or approved containers with a proper label attached; except small quantities intended for immediate use. If any container is found not properly labeled, it should be brought to the attention of the Project Superintendent for proper labeling or disposal,
- 2.0 Workers may dispense chemicals from original containers only in small quantities intended for immediate use. Any chemicals left after work is completed must be returned to the original container or to the site Project Superintendent or SSHC for proper labeling,
- 3.0 Unmarked containers of any size are not to be left unattended in the work area at any time.
- 4.0 Abhe & Svoboda, Inc. will rely on the manufacturer applied labels whenever possible and will ensure the labels are maintained. Containers that are not labeled or on which the manufacturers label has been removed or destroyed will be re-labeled.
- 5.0 The site Project Superintendent will ensure that each container is labeled with the identity of the hazardous chemical contained and any appropriate hazard warning.

### **13.3 Material Safety Data Sheets (MSDS)**

- 1.0 Employees working with hazardous chemicals may request a copy of the MSDS sheets. Requests for MSDSs should be made to the site Project Superintendent,
- 2.0 For emergencies, or if the Project Manager or Project Superintendent is not available, the MSDS will be readily available on site, placed inside a 3 ring binder for all employees use. Standard chemical references may also be available on site to provide additional immediate reference to chemical safety information.

### **13.4 Employee HazCom Training**

Employees will be trained to work safely with hazardous chemicals. Employee training will include:

- 1.0 Methods that may be used to detect a release of a hazardous chemical in the work place, and signs and symptoms of exposure to the chemical.
- 2.0 Physical properties and acute and chronic health hazards associated with exposure to each chemical.

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3.0 Protective measures to be taken in order to reduce the risk of chemical exposure.

4.0 Safe work practices, emergency responses and the proper use of Personal Protective Equipment.

5.0 Information on the Hazard Communication Standard including:

- Labeling and warning systems,
- An explanation of the MSDSs and their site location,
- A review of the physical and chemical properties, exposure signs and symptoms, and chronic hazards associated with the hazardous materials on site.

### **13.5 Personal Protective Equipment (PPE)**

PPE is available from Abhe & Svoboda, Inc., (See Section 5.0). Any employee found in violation of PPE requirements may be subject to disciplinary measures up to and including discharge.

### **13.6 Chemical Emergency Response**

1.0 Any incident, over-exposure or spill of a hazardous chemical will be reported to the Project Superintendent,

2.0 The Project Superintendent will be responsible for insuring that proper emergency response actions are taken in the event of a leak or spill.

### **13.7 Chemical Hazards of Non-routine tasks**

1.0 Supervisors will inform employees of any special tasks that arise which may involve a possible exposure to a hazardous chemical,

2.0 Reviews of safe work procedures and proper use of the required PPE will be conducted prior to the start of such tasks where the possibility for an exposure exists. Necessary areas will be posted to indicate the nature of the hazards involved.

### **13.8 Informing Other Employees on Site**

1.0 Other on-site employees and or visitors are required to adhere to the provisions of the Hazard Communication Program and will be provided with a information and training on the hazardous nature of materials on site.

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2.0 Information on hazardous chemicals known to be present will be exchanged with other employers or subcontractors. Each employer will be responsible for providing the necessary information to his or her employees.

## **14.0 Waste Management**

The project specification bid document has indicated that there will be hazardous waste generated. The following practices will be enforced for the duration of this contract.

EPA regulations 40 CFR 262, 263 and 264 stipulate how hazardous waste, such as petroleum, organic and lead-bearing debris is to be stored, transported and disposed of. Waste from site operations will be handled in the following manner:

### **14.1 Toxicity Characteristic Leaching Procedure (TCLP)**

Although an agent may be added to the blast material to render the leaded paint/spent blast mixture non hazardous, waste generated by this project will be randomly sampled and analyzed using TCLP to determine if the waste is to be classified hazardous. If it tests positive for lead in the TCLP test, greater than 5 mg/liter leachable lead, the following sections will be used to further determine how to handle the waste.

### **14.2 Quantity Generated and Requirements**

The following requirements will apply to waste stored on site which has been determined in 14.1 above to be hazardous, or assumed to be hazardous:

- 1.0 Hazardous waste will not be stored on site for more than 90 days,
- 2.0 Spent abrasive and paint debris will not be allowed to remain inside the containment structure during weekends,
- 3.0 An EPA identification number will be obtained for the site,
- 4.0 Lead contaminated spent blast waste will be stored in approved 20 yd. roll off containers or drums that are clearly marked with a hazardous waste label including the date collection into that container began, and follow the rules below:
  - a. Keep the containers in good condition, handle them carefully to prevent leaks, mixing and ruptures, and replace any leaking containers,



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- b. Keep containers covered except when filling or emptying,
- c. Inspect containers weekly for corrosion/leaks; maintain a log to be made available to the engineer,
- d. Post signs in the storage area identifying it as a hazardous waste storage area with appropriate warning restrictions for this area.

5.0 Other hazardous wastes that are ignitable or reactive are stored separately as far as possible away from the site perimeter.

6.0 Liquid hazardous waste will be stored in a bermed area capable of containing twice the volume of liquid waste to be stored. Storage will incorporate the use of palletized drums or steel bins. Tarpaulins or other barriers will be used beneath the storage containers to prevent soil contamination in event of an accidental release.

7.0 Non-hazardous waste will be kept in a separate area and segregated from the hazardous waste to minimize the quantity of hazardous waste to be disposed. Samples will be collected under the observation of an engineer.

8.0 The hazardous waste will be removed from the site by a licensed hazardous waste hauler having an EPA identification number.

9.0 The waste taken to a licensed treatment storage facility or waste disposal facility with an EPA identification number.

10.0 Complete a uniform hazardous waste manifest. The generator will be listed as EBMUD so a representative of the EBMUD must sign the waste manifest. If EBMUD does not receive the manifest from the disposal facility within 20 days, a call will be placed to the facility reminding them to return the last part of the form. If not received within another 10 days, a report will be sent to the regional EPA office explaining the efforts made to receive the manifest.

### **14.3 Site Requirements**

All requirements of Special Provisions, Specification, and applicable sections of EPA regulations, will be adhered to, including the following items:

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#### **14.3.1 Haz Waste Labeling**

- 1.0 All containers of waste and debris will be immediately labeled to identify the contents. Containers of spent abrasive will be labeled as "Blast Abrasive Waste, May Contain Lead", and include the Project Number, location, and date of accumulation,
  
- 2.0 After the TCLP test results are received, hazardous waste labels will immediately be applied to containers of waste testing as hazardous. Each container or roll off of hazardous waste will be labeled in accordance with 40 CFR 262 and 49 CFR 171-179, including the following minimum information:
  - a. Hazardous Waste, Federal law prohibits improper disposal. If found, contact the nearest police, or public safety authority, or the U.S. Environmental Protection Agency.
  
  - b. Proper DOT Shipping Name
  
  - c. Manifest Document No.
  
  - d. Generator Name, Address, and EPA ID No
  
  - e. Date of Accumulation
  
  - f. EPA Waste No.
  
- 3.0 The above information will be entered using permanent marking material, printed in English, and displayed on a background of contrasting color unobscured by other labels or attachments. Labeling will be located away from other markings that could substantially reduce its effectiveness.
  
- 4.0 Labeling, marking, and placarding activities will be completed under the observation of the Engineer, prior to storing or transporting any container or roll off.

#### **14.3.2 Haz Waste Storage**

All lead containing waste will be collected daily and placed into labeled 20 yard dumpsters or 55 gallon barrels. Dumpsters/barrels will be stored in a protected area approved by the Engineer, away from traffic or other activity, which could disturb them, and the dumpsters/barrels shall be covered to prevent effects of weather. Waste will be cleaned up and containerized daily.

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#### **14.3.3 Haz Waste Transportation**

Only licensed hazardous waste haulers will be allowed to remove drums or dumpsters hazardous waste. Prior to removing waste drums the driver must provide his EPA identification numbers and sign the Hazardous Waste Manifest, discussed above.

#### **14.3.4 Haz Waste Disposal/TCLP Testing**

Immediately upon filling the first container and no more than thirty days after accumulation, the Project Superintendent or Competent Person will obtain 4 composite samples of the waste, and will subject two of the samples to analysis for TCLP for all 8 RCRA metals and other hazardous substances to determine whether the waste is hazardous, as discussed above. All subsequent samples will be tested for any metal or hazardous material that is detected in the initial TCLP testing. The samples will be sent to Schneider Laboratories (An accredited lab) where they will be analyzed by EPA Method SW 846, Method 1311/EPA 7000 Method for TCLP. If the mean TCLP result for lead or other metals is above the TCLP hazardous limit, the roll off container will be designated as hazardous waste and disposed of accordingly, as prescribed in the above discussion on hazardous waste. Only EPA licensed hazardous waste facility will be used.

#### **14.3.5 Haz Waste Accumulation**

Waste will not remain at the project longer than 90 days. At least every 90 days, waste will be manifested and removed from the job site by a licensed hazardous waste hauler using a hazardous waste manifest.

#### **14.3.6 Haz Waste Recordkeeping**

All waste records, including the manifests, exception reports, TCLP results, etc., will be retained for at least three years.

### **15.0 General Safety Requirements**

#### **15.1 Traffic Safety**

Traffic will be diverted only during the hours as stated by the Traffic Control Plan. Temporary construction signing and channelizing devices will be used to alert drivers and

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to reduce speed of oncoming vehicles. The following rules will apply to all work on this project:

- All company vehicles shall observe a maximum speed limit of 10 mph or less while on site unless otherwise posted,
- Seat belt use is mandatory
- Proper and sufficient illumination shall be provided for night conditions,
- All traffic and state traffic roadway laws will be obeyed,
- Employee work shifts and supply and equipment deliveries shall be scheduled so as to minimize traffic congestion both on and off site, i.e., at entrances and exits to and from the work area,
- Truck entrance, exit, stop, yield, caution, parking, no parking, directional and other “traffic signs” will be posted and obeyed at all times except during emergency situations as directed by the Project Superintendent. Flagmen will assist when necessary,
- We will abide by the project specifications,
- On-site roadway surfaces shall be maintained so as not to create any hazardous driving conditions,
- All workers must wear highly reflective traffic vests at all times when working on or near active lanes of traffic, or whenever entering active lanes of traffic for any reason.

#### **15.2 Work Over Water – N/A**

#### **15.3 Scaffolding Safety**

- OSHA Standards require that all workers working on scaffolding be trained in the safe use of the scaffolding. The Competent Person or SSHC will be responsible for this training and supervision.
- The Competent Person will conduct routine and pre-use inspections of scaffolding materials, and supervise this work as well as the erection of scaffolding systems.
- The Competent Person will maintain a log of the daily inspections, which will be available for the Engineer’s review.
- System scaffolding will meet 4:1 load factor, suspended scaffolding will meet 6:1 load factor.
- The height of freestanding scaffolding shall not exceed four times the minimum base dimension.
- All components such as railings, pins, pin connectors, planking and scaffold grade lumber will be inspected prior to assembly.
- Planking used on scaffolding will not extend further than 12 inches over the edges and should be secured to the frame.

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- Guardrails will be used on scaffolding that is 6 feet or greater from the ground.
- If guardrails are not in use, workers will be required to wear full body harnesses with double lanyards and maintain 100% tie off.

#### **15.4 Electrical Safety**

- All electrical sources will be grounded,
- All electrical tools will be checked for continuity,
- All receptacles will be equipped for grounding,
- Only designated trained employees will change plugs,
- Cages will be used on extension lights,
- Emergency shut offs will be known to the employees,
- Electrical tools will only be repaired by certified personnel,
- Lock out tag out procedures will be followed where applicable,
- Workers will be informed of potential sources of electrical hazards,
- Electrical equipment will be considered energized unless tested and determined otherwise,
- Extension cord used with portable electric tools and appliances must be three wire type and be connected to a GFCI,
- All electrical sources will have GFCI outlets. Flashlights used inside enclosed areas during spray painting will be Class I, Division I approved,
- Spray finishing – since the containment will be well ventilated during finishing operations, explosive atmospheres are not anticipated. Explosion proof limit meters will be used to confirm this assumption and explosion proof electrical equipment will be used if necessary.

#### **15.5 Abrasive Blasting**

- All sandblasting set-ups will be equipped with "dead man" devices.
- Hoses and fittings used for abrasive blasting will be inspected frequently and replaced before failure occurs.
- Nozzles will be attached to the hose by fittings that will prevent accidental disengagement.
- Nozzle attachments will be metal and will fit onto the hose externally.
- CE type supply-air abrasive blasting helmets with air meeting Grade D specifications will protect abrasive blasters.
- Blast hood socks are to be cleaned daily and changed monthly.
- Air filters will be replaced monthly. The air quality will be tested after each replacement.

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- Abrasive blasters will be protected against injury from ricochet by wearing coveralls and gloves.
- The consumption of food, beverages, or use of tobacco in containment is prohibited.
- When HEPA vacuuming or cleaning, workers will use the same respiratory protection as the blasters.

### **15.6 Painting Operations**

- Smoking, open flame, exposed heating elements, or other sources of ignition will not be permitted in areas where spray painting is done. Consequently, explosion proof wiring and lighting will be used.
- Most spray-painting operations will be done in full-face negative air pressure respirators. (*For more respirator information, see the chart under PPE*)
- Employees will wear barrier gloves for this work.
- A barrier cream may also be applied to any exposed skin and hands before spraying
- Tarps will be used to contain over-spray.
- Employees are to fully discharge lines before loosening fittings.

### **15.7 Fall Protection (See also Site Specific Fall Protection Plan)**

- Slips, trips and falls will be minimized and reduced by providing good housekeeping methods and proper supervision.
- Anytime workers are required to work more than 6 feet off the ground without standard guard railings, Full Body Harnesses and Lanyard's will be worn and used to arrest a fall. Anchorages providing holding at least 5000 lbs of force will be used for attaching lanyards
- The Lanyard must be the locking snap hook type by Miller or equal, and no longer than six feet in length.
- Two Lanyard's must be worn and used to provide 100% tie-off at all times i.e., when moving from one anchorage to another anchorage maintaining one Lanyard is always secured.
- Where necessary a horizontal line will be designed and installed by a qualified person for elevated work areas to allow workers to tie off 100% of the time. This cable will not be used for other purposes, such as supporting scaffolding.
- All workers will be trained in the use of fall protection equipment and systems and provided such equipment at no expense to them.
- Workers will be supervised continually by the Competent Person to ensure compliance with this policy.

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- Workers violating this policy will be subject to the Company's disciplinary program.
- Ladders or stairways will be used wherever there is a change in elevation of 19 inches or more, and no ramp, runway, sloped embankment, or personnel hoist is provided.
- Scaffolding will only be used when personnel lifts or other devices are not practical. All devices, including scaffolding, will be in compliance with OSHA regulations.

### **15.8 Tools and Equipment**

- All hand tools will be kept in good repair and used only for the purpose for which they were designed.
- Only non-sparking tools will be used in locations where sources of ignition may cause fire or explosion.
- Tools with defects that will impair their strength or render them unsafe are to be removed from service and returned to the supervisor, who will tag it out.
- Daily inspections of tools and equipment are required to assure safe operating condition and proper maintenance.
- Power tools will be inspected prior to use to determine that they are in safe operating condition.
- Hoses and fittings will be inspected frequently. All connection points will have whip checks to prevent their incidental disconnection.
- All safety equipment will be inspected daily or before and during use.
- Pressurized equipment and systems will be inspected and performance tested before being placed into service and after any repair or modification. Look for a stamp or label indicating such test on the equipment.
- Temporary or portable pressurized equipment and systems will be tested at six-month intervals.
- A qualified person will perform inspections and tests. Any equipment or system found to be in an unsafe operating condition will be tagged out, "OUT OF SERVICE, DO NOT USE".
- Only employees trained, certified, or being trained to operate heavy equipment will be authorized to use the equipment.
- Heavy equipment includes, but isn't limited to: cranes, forklifts, Hilti guns, mag drills, or water jetting equipment.
- All equipment delivered to the jobsite will be safety checked and in good working order.

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## **15.9 Fire Prevention and Protection**

Flammable and combustible materials may be present at the project for this site especially paints solvents and fuel. All site activities will comply with fire prevention controls in accordance with OSHA 29 CFR 1926.352 for welding, cutting or heating in enclosed spaces, or activities, which may create a fire or explosion hazard. This section provides guidance on the control and prevention of fire arising from the use of such materials.

### **15.9.1 Fire Prevention Logic**

The following fire elements must be controlled or eliminated to prevent the possibility of a fire:

- a. Fuel: Combustible materials that include solids, liquids and gases,
- b. Oxygen: The air around us contains 20.8% oxygen which enough to sustain a fire,
- c. The energy necessary to increase the temperature of the fuel to a level, which it will burn,
- d. Chemical Reaction: This is the reaction that occurs when all other 3 elements are present in the right conditions and fire occurs.

### **15.9.2 Rules to Remove the Fire Elements**

- 1.0 Housekeeping – Trash and debris will be kept to a minimum at all times. The work area will be clearly cleaned of debris at the end of every day,
- 2.0 Smoking restrictions inside the work area will be strictly enforced (disciplinary action will be clearly outlined prior to the start of employment on this project),
- 3.0 Spark prevention methods will be strictly followed by the proper tool extension cord inspections,
- 4.0 “No Smoking” and “Flammable/Combustible Area” signs will be conspicuously posted on the project,
- 5.0 Place oily rags in approved covered waste containers,



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- 6.0 Do not refuel equipment while it is running or hot,
- 7.0 Do not refuel in confined spaces,
- 8.0 Keep flammable liquids stored in tightly closed self-closing approved spill proof containers,
- 9.0 Store flammable liquids in proper containers away from ignition sources i.e., open flames, cigarettes, and or spark providing sources,
- 10.0 Do not overload outlets and circuits,
- 11.0 Only OSHA approved metal safety fuel cans, with self-locking spouts and flame arresters will be used,
- 12.0 All fueling equipment will incorporate grounding wires and bonding wires.

### **15.9.3 Fire Extinguishers**

Multipurpose ABC fire extinguishers will be located outside the paint truck or paint storage area and other areas where flammable and/or combustible materials are used or stored. Portable fire extinguishers will be inspected weekly. Inspection will consist of recording the location, pressure, any damage, and last service and where it has been tested for each and every fire extinguisher. A log or chart is maintained of the inspections. Carbon Dioxide extinguishers will not be used in confined spaces or enclosed spaces.

### **15.9.4 Fire Extinguisher Training**

Workers will receive training by the Project Competent Person as follows:

- The proper use of fire extinguishers,
- The location of every fire extinguisher,
- Where to meet in the event of a fire in order to do a head count,
- How to alert the local fire authorities, posted phone numbers,
- The manner in which emergencies are announced, three blasts from an air horn,
- Emergency escape procedures,

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- The areas of greatest potential fire hazards,
- Names and job titles of the persons responsible for the maintenance of fire prevention equipment.

All persons entering the work area shall be familiarized with the evacuation alarms and procedures.

#### **15.9.5 Storage of Flammable and Combustible Materials**

Only approved containers will be used for storage and handling of flammable and combustible liquids. No flammable liquids will be stored inside or underneath structures unless in a flammable storage cabinet.

At least one portable fire extinguisher having a rating not less than 20-B units will be located not less than 25 feet or more than 75 feet from any flammable liquid storage area.

#### **15.10 Weather Conditions**

The Project Superintendent will decide if weather conditions such as rain or high winds pose a safety risk to the workers and will postpone job operations that have a potential safety hazard due to weather conditions. In general, work on scaffolding will not be conducted when wind is in excess of 35 mph.

#### **15.11 Accident Reporting and Investigations**

Workers and supervisors must report all accidents, near misses, injuries, and all occupational illnesses to the Project Superintendent immediately to insure proper care is administered. The superintendent will prepare and injury report and investigation report to be submitted to the Safety Director. Recordable incidents will be recorded on the OSHA 300 Log and OSHA 300A Log within six days of the incident or notification of an illness or event.

The Project Superintendent will ensure an accident investigation form is completed, describing what happened, and control measures taken to prevent additional similar events from happening. All serious and fatal injuries must be reported to Cal OSHA within 8 hours of the incident. All injuries and near misses will be reported to the BOR engineer as soon as possible.

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**15.12 Disciplinary Action**

Disciplinary action will be taken against any employee who violates company policies, and/or regulations set forth in the WPP. The penalty for violations will increase with subsequent violations or for very serious violations, i.e., verbal warning, written warning, temporary suspension, termination of employment. Discipline will be consistent and will always match the violation. Disciplinary action will always take place as close in time to the violation as possible. Appropriate corrective actions will be taken for visitors and non-personnel that violate this safety plan.

**15.13 Barges**

No barges will be used for this project

**15.14 Illumination**

The primary requirements for industrial lighting are sufficient quantity and high quality of illumination on all work areas. All areas on the project in which workers will be expected to work will be lighted in accordance with the OSHA illumination Standard 29 CFR 1926.56, to not less than the OSHA minimum illumination intensities listed in the table below. The Project Superintendent using a light meter to assure compliance with these requirements will periodically measure areas.

**MINIMUM ILLUMINATION INTENSITIES IN FOOT-CANDLES**

**FOOT CANDLES                      AREA OF OPERATION**

5	General construction lighting
3	General construction areas, concrete placement, storage areas, excavation and waste areas, access ways, loading platforms, refueling, and field maintenance areas.
5	Indoors: warehouses, corridors, hallways, and exit ways
5	tunnels, shafts, and general underground work areas: (Exception minimum of 10 foot-candles is required at tunnel and shaft heading during drilling, mucking, and

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scaling. Bureau of Mines approved cap lights shall be acceptable for use in the tunnel heading)

- |    |  |
|----|--|
| 10 | General construction plant and shops (e.g., batch plants, screening plants, mechanical and electrical equipment rooms, carpenter shops, rigging lofts and active storerooms, barracks or living quarters, locker or dressing rooms, mess halls, and indoor toilets and workrooms). |
| 30 | First aid stations, infirmaries, and offices.  |

### **15.15 Lock Out/Tag Out**

Follow the procedures outlined in the Corporate Safety, Health and Environmental Manual, including the following items:

- Every person working on the piece of equipment must place his/her own lock on the machine.
- The first step is to identify all energy sources associated with the piece of equipment.
- Second step is to isolate all energy sources that have a risk of injuring someone.
- The third step is to tag the device and indicate on the tag why the machine is locked out. The tag must be legible and understandable by all employees. The tag must be securely attached to the isolating device so that it cannot be detached accidentally during use.
- The last person who removes their lock will insure the equipment is safe to use.
- Only the person that places a lock or lock-out device shall remove that device. Management can remove a device, but only when all attempts fail to find a solution.
- Once lock-out devices have been used, a test run should be made to insure all energy sources have been isolated.
- It is not the intent of the LOTO to be implemented by employees performing *minor* tool changes and adjustments and/or other *minor* servicing activities that are routine, repetitive, and integral to the use of the equipment that occur during normal production.

### **15.16 Excavation Safety**

There will be some excavation needed in areas where the aqueducts are too close to the ground to access. The excavations will never be greater than 4 feet, so cave in hazards should be minimal if at all. For all excavations, the following guidelines will be followed:

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- The All excavations shall be sloped at an angle of repose based on the soil conditions.
- Soil classification and trench safety is to be determined by a competent person.
- Sheeting, bracing, shoring, etc. will be in good serviceable condition and used when excavations are deeper than 5 feet.
- Prior to opening an excavation, underground installations (i.e., sewer, water, fuel, electric lines, etc.) will be located and protected from danger or displacement. The contact number and date of contact of the utility identification contractor will be documented.
- Excavations will be kept free from water while construction is in progress.
- A walkway or bridge with standard guardrails will be provided where employees are required to cross excavations and trenches 6 ft or greater in depth.

## **16.0 Hearing Conservation Program**

Power tools, compressors, generators, equipment for abrasive blasting and other equipment found at construction site can produce noise above the OSHA noise limit. The purpose of this program is to identify and control the noise and its potential effects on hearing.

### **16.1 OSHA Noise Limits**

The OSHA permissible Exposure Limit (PEL) for noise is a Time Weighted (TWA) of 90 dBA averaged over an 8 hour workday, or approximately 89 dBA for a 10 hour work shift. The OSHA Action Level (AL) for noise is a TWA of 85 dBA averaged over 8 working hours. For noise we use a 5 db doubling rule where the allowable exposure time is cut in half as follows:

<u>Noise Level</u>	<u>Time Limit</u>
90 dBA	8 hours
95 dBA	4 hours
100 dBA	2 hours
105 dBA	1 hour

### **16.2 Noise Monitoring**

The site will be investigated for potential sources of excessive noise. Whenever noise exceeds 85 dBA, a noise survey using a Sound Level Meter will be conducted to determine

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the limits of noise and area to be designated as hearing protection zones requiring the use of hearing protection such as earplugs or muffs.

### **16.3 Audiometric Testing**

Audiometric testing will be performed on all workers entering this project as part of the Physical Exam who may be exposed to the AL for noise. Testing will include baseline audiograms within 6 months of a worker's first exposure at or above the AL. Baseline audiograms must be preceded by 14 hours without exposure to workplace noise. Annual audiograms will be provided to all workers potentially exposed to noise, within one year of the baseline audiogram, and each subsequent year. Hearing loss will be evaluated based on standardized threshold shifts and workers will be notified of all such evaluations.

### **16.4 Hearing Protectors**

Hearing protection consisting of earplugs or earmuffs will be made available to all employees of Abhe & Svoboda, Inc., and all Engineers. Use of hearing protection will be mandatory in all areas identified as high noise areas and all areas where equipment is likely to produce noise above the PEL of 89 dBA for ten hours.

### **16.5 Hearing Conservation Training**

All workers potentially exposed to noise at or above the AL for noise must receive initial and annual training in hearing conservation. This training will include:

- a. Potential health effects of exposure to excessive levels of noise, including impact and long term exposures,
- b. Sources of excessive noise exposure,
- c. Monitoring strategies for noise, including sound level meter surveys and noise dosimetry, and how to interpret the information,
- d. Medical surveillance for noise, including baseline and annual audiograms, standard threshold shifts, and permanent hearing loss,
- e. Personal protective equipment available for protection against excessive noise, and the proper selection, fit and care of such equipment.

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### **16.6 Noise Monitoring and Audiometric Testing Recordkeeping**

Noise exposure measurements must be retained for two years. Audiometric test results will be included in an individual's medical records and retained for 40 years, or the duration of employment plus 20 years, whichever is longer.

### **17.0 CERCLA Reportable Quantities**

EPA regulations for releases of reportable quantities of hazardous materials are found in 40 CFR 300 and 302. These regulations require that any discharge of more than ten pounds of lead bearing material, less than 4 mils mean diameter, in a 24 hour period must be reported to the National Response Center (See Section 11.5 for phone number).

A blastox agent may be used to render the lead non-hazardous by allowing the combined waste to pass the TLCP test. If no blastox agent is used, the combined waste will be considered hazardous, but the total lead in the waste will be a small fraction. It would require the complete spillage of a 55 gallon drum full of spent abrasive/paint chips to constitute a reportable quantity. If this does occur, it will be reported and picked up immediately.

### **18.0 CONFINED SPACE ENTRY PROGRAM**

The specifications for this project do not appear to require entry into confined spaces for any facet of the work. The only possibility for entry into a confined space during this project would be to conduct repair work on ASI equipment brought on site, such as a blast pot or the interior of a dust collector or vacuum unit.

If a confined space entry is required, the following ASI confined space entry procedures will be followed:

#### **PURPOSE**

- The purpose of this is to provide for the safety of those employees who are required to work in Confined Spaces.

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**SCOPE**

- This applies to jobsites unless another approved Confined Space Entry program is adopted and used.

**RESPONSIBILITY**

- **Superintendent** -- responsible for causing these safe practices to be carried out as specified in this procedure.
- **Leadperson** -- will serve as or designated a qualified person(s) to determine acceptable entry conditions, authorize entry, oversee entry operations and to terminate work as necessary. Specifically, these duties include, but are not limited to:
  1. Performing Confined Space Identification surveys.
  2. Know the hazards faced during entry, including:
    - a) Substance information concerning the routes of entry,
    - b) Physical signs or symptoms, and
    - c) Consequences of Exposure.
  3. Verification of:
    - a) Tests specified by the permit,
    - b) Procedures and equipment are in place before endorsing permit to begin work,
    - c) Rescue services availability and notification, and
    - d) Entry operations remaining consistent with terms of the entry permit whenever responsibility is transferred, or at intervals dictated by the hazards and operations performed within the Confined Space.
  4. Terminate the entry and cancel the permit when necessary.
  5. Remove unauthorized individuals who enter or attempt to enter the confined space during entry operations.
  6. Determine acceptable work conditions during entry operations.
- **Safety Supervisor** -- responsibilities include:
 

Assist in performing Confined Space Identification surveys,

  - (1) Atmospheric monitoring, and
  - (2) Hazard evaluation.
  - (3) Establish PPE criteria
  - (4) Evaluate program effectiveness



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- (5) Support rescue activities
- (6) Provide entry and rescue operations training

- **Hole Watcher(s)**

Hole Watcher responsibilities include, but are not limited to:

- 1) Knowing the hazards that may be encountered while working in a Confined Space such as;
  - (1) substance routes of entry,
  - (2) physical signs,
  - (3) symptoms, and
  - (4) consequences of Exposure.
- 2) Awareness of possible behavioral effects of Exposure.
- 3) Maintain an accurate count of entrants in the Confined Space.
- 4) Remain outside the Confined Space while entrants are inside, or until relieved by a qualified Hole Watcher.
- 5) Maintain continuous communication with Authorized Entrants to monitor entry status and alert entrants of the need for evacuation.
- 6) Monitoring activities inside and outside the Confined Space to continue safe operations for entrants. Order evacuation whenever:
  - (1) Behavioral change is noted with the entrants, or
  - (2) The attendant cannot effectively and safely perform the required duties.
- 7) Ensuring unauthorized persons do not enter the Confined Space.
- 8) Calling for rescue and/or emergency services should entrants become unable to exit the Confined Space as directed. **DO NOT ENTER THE CONFINED SPACE UNTIL RELIEVED BY A QUALIFIED PERSON.**
- 9) Performing Non-Entry Rescues as stated by the rescue procedure attached to the entry permit.
- 10) Performing no other duties that may interfere with the primary duty to monitor and protect Authorized Entrants.

- **Authorized Entrant** -- Employee responsibilities include:

- 1) Knowing the hazards that may be faced during the entry including;
  - (1) substance routes of entry,
  - (2) physical signs,
  - (3) symptoms, and
  - (4) consequences of Exposure.
- 2) Proper use of required equipment.

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- 3) Communicating with the Hole Watcher. (A means for constant communication must be provided)
- 4) Alerting Hole Watcher when
  - (1) Warning signs or symptoms of Exposure are detected, or
  - (2) When a prohibited condition is detected.
- 5) Exiting a permit space when:
  - (1) ordered by Hole Watcher attending the entry point,
  - (2) a warning or symptom of Exposure is detected,
  - (3) an evacuation alarm is activated.

## PROCEDURES

- Identification of Permit Required Confined Spaces
  1. Surveys for Confined Space Identification will be performed:
    - a) At the beginning of new projects, and
    - b) When operations expand into an area previously unsurveyed.
  2. Confined Spaces that employees could enter should be identified by a sign reading "DANGER - PERMIT REQUIRED CONFINED SPACE, DO NOT ENTER." This sign must be permanently posted at potential entry points to the space.
  3. Spaces that are not to be entered must be adequately marked and their entrances blocked.
  
- **Permit Required General Requirements** -- The following requirements apply for entry into Confined Spaces:
  - 1) Where entrance covers are removed, entrances must be guarded to prevent an accidental fall of employee into the space, and to protect the employee from foreign objects entering the space.
  - 2) Before an employee enters a Confined Space, the atmosphere of the space must be tested with a calibrated, direct - reading instrument for the following conditions in the order given:
    - (1) Oxygen Content (between 19.5% and 22.%)
    - (2) Flammable gases and vapors (less than 10% of the LFL)
    - (3) Potentially toxic air contaminants (not to exceed the PEL)
  - 3) Complete and accurate test readings must be documented on the Confined Space entry form, to be provided by the owner.
  - 4) The space must be free of a hazardous atmosphere when an employee is inside.
  - 5) Continuous air ventilation must be used, as follows:

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- (1) An employee is not to enter the Confined Space until ventilation has eliminated the Hazard.
  - (2) Mechanical ventilation is to be directed to the work areas while employees are working.
  - 6) The atmosphere in the work area must be continually monitored to ensure that the air ventilation is preventing the accumulation of a Hazardous Substance.
  - 7) If during an entry, a Hazardous Substance is detected:
    - (1) Working employee must leave the space immediately.
    - (2) The space must be evaluated to determine how the atmosphere developed and documented on the permit.
  - 8) Safety equipment needed to protect workers in a Confined Space will be properly used and maintained. Employees must be trained in its proper use including but not limited to:
    - (1) Testing and monitoring equipment
    - (2) Ventilation equipment
    - (3) Communication equipment
    - (4) PPE
    - (5) Lighting
    - (6) Barriers and shields
    - (7) Ladders and scaffolds (safety ingress and egress equipment)
    - (8) Rescue and emergency equipment
  - 9) At least one Hole Watcher must be posted outside each entry of the Confined Space where employees are working.
  - 10) Hole Watchers are responsible for one permit space.
    - (a) A Confined Space Decision Flow Chart is included with entry permit documentation forms.
- **Pre-Entry**  
 The Competent person is to prepare a Confined Space Entry Permit.  
 The permit requires the following:
    - 1) **Signature** of the Competent person.
    - 2) **Posting** Permit at the entrance to the Confined Space.
    - 3) **Confirmation** - Each Authorized Entrant will initial the permit
      - (1) Confirming preparations are complete, and
      - (2) Evacuation signal is known and understood.
    - 4) **Duration** of permit cannot exceed:
      - (1) The time required to complete the assigned task, or
      - (2) The length of the shift.
    - 5) **Termination** of work in a Confined Space and cancellation of the Permit must occur when:
      - (1) Task is complete, or
      - (2) Conditions not allowed on the Permit arise.

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- 6) **Retrieval Systems** must be available for non-entry rescues whenever an authorized entrant is to work in a Confined Space.
  - (1) Authorized Entrants must wear a full body harness with retrieval line attached to the "D" ring at the center of the entrant's back.
  - (2) Wristlets may be used if the body harness is unfeasible or creates a greater hazard.
  - (3) The other end of the retrieval line must be attached to a mechanical retrieval device or fixed point outside the Confined Space.
  - (4) Mechanical retrieval devices will be used for retrieval from vertical type spaces more than (5) five feet deep.
  
- 7) **Rescue & Emergency Personnel** who enter Confined Spaces must meet the following requirements:
  - (1) Received and trained to use PPE and rescue equipment
  - (2) Received training on assigned rescue duties and for authorized entrance
    1. Participates in annual or more frequently held simulated rescue operations (*Must be able to demonstrate proficiency*)
  - (3) Trained and certified in basic 1st Aid and CPR (Including Bloodborne Pathogens)
  
- **Confined Space Entry Permit**  
 The following conditions must be recorded when completing the Confined Space Entry Permit:
  - 1) Purpose of entry
  - 2) Date & duration and Authorized Entrants ' names
  - 3) Name(s) of the current Hole Watcher(s)
  - 4) Name of current Competent person
  - 5) Known hazards of the Confined Space to be entered
  - 6) Measures to isolate the Confined Space and to eliminate or control hazards before entry
  - 7) Acceptable entry conditions
  - 8) Results of initial and periodic tests with tester's signature and time of reading
  - 9) Rescue and Emergency Services including equipment and phone numbers
  - 10) Communication procedures for Authorized Entrants and Hole Watchers to maintain continuous communication while in the Confined Space
  - 11) Equipment to be provided for a safe entry and compliance, i.e.:
    - (1) PPE
    - (2) Communication equipment
    - (3) Rescue equipment
  - 12) Other information that may be necessary, i.e.:
    - (1) MSDS's for each product, material, gas, vapor or substance known to be in, or that may be introduced during entry

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(2) Anticipated activities to be conducted in the vicinity of the Confined Space and their potential for effecting conditions of the entry.

**TRAINING**

- **Training** must be provided to those employees working in or controlling work in Confined Spaces, including Qualified Rescuers.
- **Frequency of Training**
  - 1) Training must be provided to each affected employee:
    - Before the employee's first duty assignment.
    - Before any change in assigned duty.
    - When a change in the operation presents a hazard for which an employee has not been trained.
    - Whenever a supervisor has reason to believe that there are deviations from entry procedures that could be hazardous to employees.
  - 2) A written or hands-on test will used to determine retention and understanding of training.

**19.0 Job Hazard Analysis (JHA)**

Project: Mokelumne Aqueducts Phase 8  
Location: Holt, California  
Date: 7-14-11

<b><u>Activity</u></b>	<b><u>Potential Safety Hazard</u></b>	<b><u>Recommended Controls</u></b>
Mobilization/Demobilization	Material Handling Injuries	Qualified Operators Properly maintained equipment Employee Training Daily Equipment Inspection
	Slips, trips & falls-same level	Maintaining proper housekeeping
	Eye Injuries	100 % Safety Glasses Policy
Scaffold erection/dismantling	Slips, trips & falls-same	Maintaining proper housekeeping

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	level	
	Falls	100% fall protection plan Employee training & hazard awareness Personal Protective Equipment
	Struck by falling objects	Use of hardhats Maintaining proper housekeeping Lifting equipment and materials in containers Limiting work underneath employees Limiting work with winds under 35 mph Proper rigging of materials being lifted
	Material handling accidents	Operator certification Employee training Properly maintained equipment Daily Equipment Inspections
	Scaffold Collapse	Leveling of footings Daily inspections by competent persons  Multipoint Connections made to Steel Build to design specifications
	Eye Injuries	Brush off pick-boards/ledgers Use of safety glasses
Hazardous Waste Handling	Potential exposure to hazardous material	Use of proper hygiene Use of Personal Protective Equipment Employee awareness training Employee exposure monitoring Decontamination Procedures
	Material handling injuries	Operator certification Employee Training
Paint Removal	Noise stress	Use of ear plugs
	Exposure to toxic metals	Use of coveralls and Air Hoods Decontamination procedures Restrictions regarding smoking and eating Employee exposure monitoring

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		Blood lead monitoring @ 4 week intervals Use of proper personal hygiene
	High Pressure Blast	Gun & Hose Inspection Maintain of two hand gun controls (guarding)
	High pressure injury due to inspection	Check nozzle opening prior to use/disconnect
	Falls	100%Fall Protection plan Employee training Personal Protective Equipment
Painting/Coating	Exposure to organic	Use of respirators Employee Training & Fit testing
	Eye injuries	Use of safety glasses
	Falls	100% fall protection plan Employee training Personal Protective Equipment
	Dermatitis	Use of barrier cream Use of protective gloves
Containment Construction	Falls	100% fall protection program Employee training Personal Protective Equipment
	Containment Collapse	Weather Watch Daily Inspections
	Material Handling Injuries	Use of mechanical equipment Employee Training
	Struck by falling objects	Use of hard hats Limiting employee working underneath others Limited work above 35 mph winds Proper rigging of materials being lifted

### Reference Projects

OUR JOB #	COMPLETION AMOUNT	PROJECT NAME, LOCATION AND OWNER JOB NUMBER	WORK DESCRIPTION	NAME, ADDRESS, & PHONE # OF OWNER/CONTACT PERSON	COMPLETION DATE
10 002	\$1,901,303.98	Kaahumanu Ave. Weiale Road Overpass Repairs Wialuka, Maui, HI Project No. ARR-032-1(19) Contract No. 58962	Rigging & Containment Abrasive Blasting / Lead Abatement Bridge Beams Removal Temp Shoring, New Beams Installation Structural Steel Coating Concrete Creep Blocks Fabricate & Install New Bridge Rails	Hawaii Dept. of Transportation-Maui District 650 Palapala Drive Kahului, HI 96732 Contact: Arthur Daguimol Ph: 808-873-3392 Cell: Email: Arthur.Daguimol@hawaii.gov	Aug 2011
10 023	\$647,450.00	Abatement at the VA Palo Alto, Livermore Bridge & Bldg #6 Livermore, CA Solicitation No. VA-261-10-RA-0133 Project No. 640A4-09-120FCA	Scraping loose paint from Boiler Bldg #6 and Painting Abrasive Blasting & Painting Bridge	Clause Construction 8956 Winter Gardens Blvd. Lakeside, CA 92040-4935 Contact: Steve Tadlock Ph: 619-390-4940, Fax: 619-390-4944 Cell: Email:	August 2011
2618	\$5,879,150.00	Painting on the William Preston Lane Jr. Memorial Bridge Chesapeake Bay Bridge Annapolis, MD MTA Contract No. LB 378-000-006R2 Subcontract No. 466010-001	Spot Power Tool Cleaning & Overcoating Steel & Concrete Railing Painting Rigging & Containments Removal of Debris Platforms	American Bridge Company 568 Central Drive, Suite 101 Virginia Beach, VA 23454 Contact: Neil Napolitano, Project Manager Cell Phone: 410-320-0707, Off Ph: 410-626-7596 email: Nnapolitano@americanbridge.net	October 2010
2626	\$13,033,698.00	SR 9A (Dames Point Bridge) Stay Cable Painting Bridge No. 720518 over the St. Johns River, Jacksonville, Florida Contract No. T2208	Suspension Bridge Cable Painting Rigging and Scaffolding Abrasive Blasting Tie Cable Replacement Minor Concrete Rehab Traffic Control	Owner: Florida Dept. of Transportation Engineer: JEA Construction Engineering Services, Inc. 1100 Casey Blvd., Jacksonville, FL 32211 Contact: Stephen Hasey, PE Ph: 904-744-3368 ext 1300 email: shaney@jea.net	Oct-09
2808	\$4,530,719.00	Partial Cleaning & Painting of Bridge & Misc. Steel Repair Work Rte 20 and B & A.R.R. (STR No. D-1) City of Westfield and in the Towns of Montgomery and Russell, MA MTA Contract No.	Structural Steel Repairs Spot Surface Prep Bridge Painting	Massachusetts Turnpike Authority (Mass DOT) 811 North King Street Northampton, MA 01060 Contact: John Czach Phone: 413-582-0561, Cell: 413-668-8485 email: john.czach@state.ma.us	Dec 2010
2903	\$76,600.00	Repair & Rehabilitation of Spalling Nets on Gerald Desmond Bridge Long Beach, CA Specification No. HD-IC-01441	Spalling Net Repairs	Long Beach Harbor Department 925 Harbor Plaza Long Beach, CA 90802 Contact: Mike Melgoza Email: melgoza@polb.com Phone: 562-590-4172 ext 5233; Cell: 562-743-8653	June 2009
2619	\$10,381,640.00	Cleaning & Painting Existing Bridge No. 0203800 U.S. 50 over Severn River, Anne Arundel County, Annapolis, MD Contract No. AA4565180	Abrasive Blasting Painting Rigging & Containments	Maryland State Highway Administration 707 North Calvert Street Baltimore, MD 21202 Contact: Greg Roby, Ph: 410-545-8411	June 2008
2719	\$2,843,740.00	Repaint Huama River Bridge 9 miles East of Santa Maria, CA on Rte 166 San Luis Obispo County Contract No. 05-0P2904	Bridge Abrasive Blasting Painting Rigging/ Containments	State of California Dept. of Transportation 2033 Preisker Lane, Suite E Santa Maria, CA 93454 Contact: Robert Hurd, Resident Engineer PH: 805-348-3197	100%
2519	\$5,060,419.00	Rehabilitate & Paint the Champ Clark Bridge over the Mississippi River, Louisiana, MO Contract ID: 050422-301	Steel Gusset Plate Replacement Abrasive Blasting / Painting Navigation Light System Asphalt Removal / Replace Deck Joints Replacement Bridge Bearings Replacement Concrete Spall Repairs / Guardrail Bridge Jacking In-line Boring of Bearing Pins Misc Structural Steel Replacement	Missouri Department of Transportation Hannibal Project Office P.O. Box 1067 1711 South Highway 61 Hannibal, MO 63401 Contact: Macy Rodenbaugh, Resident Engineer Ph: (573) 248-2458 Cell: 573-406-7079	April-2006



(To Be Filled In When Surety Is A Corporation)

**BIDDER' S BOND**

**CITY OF LONG BEACH**

KNOW ALL MEN BY THESE PRESENTS: That we, Abhe & Svoboda, Inc.  
Western Surety Company  
as Principal, and  
a corporation, organized and existing under and by virtue of the  
laws of the State of South Dakota, with its principal place of business in the City of Sioux Falls  
State of South Dakota, with a paid up capital of not less than Two Hundred  
Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the purpose of making, guaranteeing or  
becoming a surety upon bonds and undertakings required or authorized by law, and having heretofore complied  
with all of the requirements of law of the State of California regulating the formation of admission of such  
corporation to transact business in this State, as Surety, are held firmly bound unto the City of Long Beach, a  
municipal corporation, organized under the laws of the State of California, and situated in the County of Los  
Angeles, in the sum of Ten Percent of the Amount of the Bid  
Dollars (\$ 10% of Bid ), lawful money of the United States of America,  
for the payment whereof the Principal and sureties bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

Bid Number PA-03112 - Painting of Four (4) Bridges, Long Beach, California

If the bid of said Principal hereto attached shall be accepted by the City of Long Beach and the contract for delivery of goods, material, equipment or supplies, or for the furnishing of services, materials, supplies, labor and performing work, all as specified in the specifications, notice inviting bids and bid, be awarded to the Principal, and if Principal shall enter into a contract therefore with the City of Long Beach within ten (10) days after the contract is delivered to Principal for signature, and Principal shall, in connection with said contract, furnish and deliver to the City of Long Beach a good and sufficient faithful performance bond, if required in the notice inviting bids, and a good and sufficient labor and material (payment) bond, if required in the notice inviting bids, with surety or sureties, then this obligation shall be void; otherwise it shall remain in full force and effect.

Abhe & Svoboda, Inc.

Name of Principal – Typed

By: [Signature]  
Signature of Principal's Officer

Western Surety Company

Name of Surety

By: [Signature]  
Signature of Surety's  
Attorney-in-Fact, Barbara L. Raedeke

(Principal and Surety Shall Attach Notary's Certificate of Acknowledgement of Execution)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

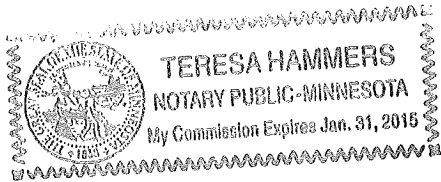
State of Minnesota

County of Hennepin

On April 5, 2012 before me, Teresa Hammers, DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

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

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



WITNESS my hand and official seal.

Teresa Hammers SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

Bid Bond TITLE OR TYPE OF DOCUMENT

3 of 5 NUMBER OF PAGES

April 5, 2012 DATE OF DOCUMENT

SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Nina E. Werstein, Teresa Hammers, Barbara L. Raedeke, Dennis G. Loots, Brian D. Carpenter, Laurie Pflug, Jill N. Swanson, Nicole Langer, Craig Olmstead, Individually**

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 17th day of November, 2011.



WESTERN SURETY COMPANY

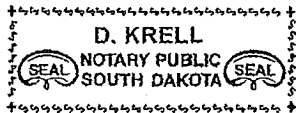
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 17th day of November, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of April, 2012.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of Minnesota

County of Scott

On April 5, 2012 Before me, Donnell Hauck, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC

Personally appeared Gail Svoboda, President and Roxane Svoboda, Secretary  
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Donnell Hauck

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

\_\_\_\_\_ TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_ NUMBER OF PAGES

\_\_\_\_\_ DATE OF DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES):

\_\_\_\_\_  
\_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE

BID NO: PA-03112  
BOND NO: 929554292

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, Abhe & Svoboda, Inc.  
as PRINCIPAL, and Western Surety Company, located at 333 Wabash Avenue  
Chicago, IL 60604, a corporation, incorporated under the laws of the  
State of South Dakota, admitted as a surety in the State of California and authorized to transact business in the State of California, as  
SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of  
One Hundred Eighty One Thousand Six Hundred Forty Five and 00/100 \_\_\_\_\_ DOLLARS  
(\$181,645.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind  
ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

- THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with  
said City of Long Beach for the Bridge Painting of Four (4) Bridges, Long Beach, CA,  
and  
is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and  
obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this  
obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done, or in the  
services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of  
time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other,  
shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or  
assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or  
forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of  
said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and then only to  
the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature  
payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all  
of the formalities required by law on this 23rd day of July, 20 12.

Abhe & Svoboda, Inc.  
CONTRACTOR / PRINCIPAL  
By: [Signature]  
Name: James Svoboda  
Title: Vice President  
By: [Signature]  
Name: Gail Svoboda  
Title: President

Western Surety Company  
SURETY  
By: [Signature]  
Name: Nicole Langer  
Title: Attorney-in-Fact  
Telephone: 952-285-3427

Approved as to form this 6th day of August, 20 12  
ROBERT E. SHANNON, City Attorney  
By: [Signature] Deputy

Approved as to sufficiency this 8 day of Aug, 20 12  
By: [Signature] Assistant City Manager  
City Manager / City Engineer

- NOTE: 1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.
- 2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

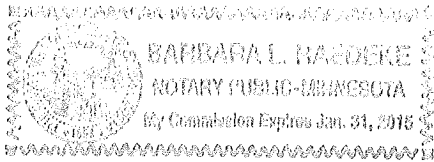
State of Minnesota

County of Hennepin

On July 23, 2012 before me, Barbara L. Raedeke  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

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

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



WITNESS my hand and official seal.

[Signature] SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
CORPORATE OFFICER

DESCRIPTION OF ATTACHED DOCUMENT

Faithful Performance
TITLE OR TYPE OF DOCUMENT

- TITLE(S)
PARTNER(S) LIMITED GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER:

NUMBER OF PAGES

July 23, 2012
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

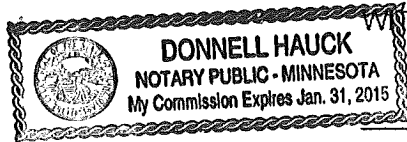
State of Minnesota

County of Scott

On July 23, 2012 before me, Donnell Hauck  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Gail Svoboda and James Svoboda, who are proved to me on the basis of satisfactory evidence to be the person(s) whose names (s) subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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



WITNESS my hand and official seal.

Donnell Hauck  
SIGNATURE OF NOTARY

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

- PARTNER(S)       LIMITED
- GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

DESCRIPTION OF ATTACHED DOCUMENT

Faithful Performance  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

July 23, 2012  
DATE OF DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

Abhe & Svoboda, Inc

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE



LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Abhe & Svoboda, Inc.

Western Surety Company, as PRINCIPAL, and located at 333 Wabash Avenue, Chicago, IL 60604, a corporation, incorporated under the laws of the State of South Dakota, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of One Hundred Eighty One Thousand Six Hundred Forty Five and 00/100

\$181,645.00 DOLLARS lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Bid No. PA-03112, Bridge Painting of Four (4) Bridges, Long Beach, CA and is required by law and by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act, during the original term of said contract and any extensions thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in any of the work or labor required to be done thereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 23rd day of July, 2006.

Abhe & Svoboda, Inc.  
CONTRACTOR/PRINCIPAL

By: [Signature]  
Name: James Svoboda  
Title: Vice President

By: [Signature]  
Name: Gail Svoboda  
Title: President

Western Surety Company  
SURETY, admitted in California

By: [Signature]  
Name: Nicole Langer,  
Title: Attorney-in-Fact

Telephone: 952-285-3427

Approved as to form this 6th day of August, 2006  
ROBERT E. SHANNON, City Attorney

By: [Signature]  
Senior Deputy

Approved as to sufficiency this 8 day of Aug, 2006  
2006/10/2

By: [Signature]  
Assistant City Manager  
City Manager/City Engineer

NOTE: 1. Execution the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.  
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

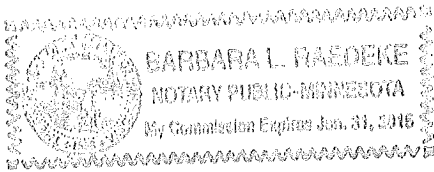
State of Minnesota

County of Hennepin

On July 23, 2012 before me, Barbara L. Raedeke  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

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

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



WITNESS my hand and official seal.

[Handwritten Signature] SIGNATURE OF NOTARY

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)  LIMITED
- TRUSTEE(S)  GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

DESCRIPTION OF ATTACHED DOCUMENT

Labor and Material Bond  
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

July 23, 2012

DATE OF DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

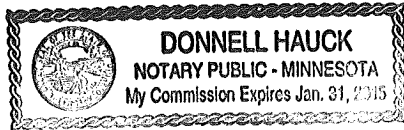
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of Minnesota  
County of Scott

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DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

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Donnell Hauck  
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TRUSTEE(S)

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DESCRIPTION OF ATTACHED DOCUMENT

Faithful Performance  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

July 23, 2012  
DATE OF DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

Abhe & Svoboda, Inc

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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**Nina E. Werstein, Teresa Hammers, Barbara L. Raedeke, Dennis G. Loots, Brian D. Carpenter, Laurie Pflug, Jill N. Swanson, Nicole Langer, Craig Olmstead, Individually**

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 17th day of November, 2011.



WESTERN SURETY COMPANY

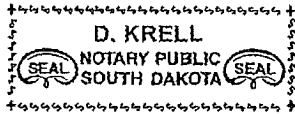
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 17th day of November, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23 day of July, 2012.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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