

CITY OF FAIRFIELD

RESOLUTION NO. 2014 – 228

**RESOLUTION OF THE CITY COUNCIL APPROVING PLANS AND SPECIFICATIONS
AND AWARDING A CONTRACT TO TNT INDUSTRIAL CONTRACTORS, INC., FOR
THE WATERMAN WATER TREATMENT PLANT REPLACEMENT CO₂ PROJECT**

WHEREAS, the bid opening for the Waterman Water Treatment Plant Replacement CO₂ Project took place on September 25, 2014; and

WHEREAS, the apparent low bidder is TNT Industrial Contractors, Inc., in the amount of \$360,348; and

WHEREAS, staff has reviewed the bid documents from TNT Industrial Contractors, Inc., and found them to be in order; and

WHEREAS, staff is recommending that the City Council award the contract to TNT Industrial Contractors, Inc., as the lowest responsive and responsible bidder.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The plans and specifications for the Waterman Water Treatment Plant Replacement CO₂ Project are hereby approved.

Section 2. The City Manager is authorized to enter into a contract with TNT Industrial Contractors, Inc., for the Waterman Water Treatment Plant Replacement CO₂ Project in the amount of \$360,348.

Section 3. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 4. The City Manager is hereby authorized to implement the above-mentioned contract and escrow agreement.

PASSED AND ADOPTED this 21st day of October 2014, by the following vote:

AYES: COUNCILMEMBERS: Price/~~Vaccaro~~/Bertani/Moy/Mraz

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: Vaccaro

ABSTAIN: COUNCILMEMBERS: None

James T. Puccio
MAYOR

ATTEST:

Arlinda K. Cortright, Deputy
CITY CLERK
pw

SECTION 004100CA - BID FORMS

BID

BID TO: City of Fairfield

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform the WORK as specified or indicated in said Contract Documents entitled City of Fairfield Waterman Water Treatment Plant Replacement CO2 Project.
2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid security.
3. This Bid will remain open for the period stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders", and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.
4. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):

Number	<u>1</u>	Date	<u>09/15/2014</u>
	<u>2</u>		<u>09/18/2014</u>
	<u>3</u>		<u>09/22/2014</u>
	<u>4</u>		<u>09/23/2014</u>

Failure to acknowledge Addenda shall render the Bid non-responsive and shall be cause for its rejection.

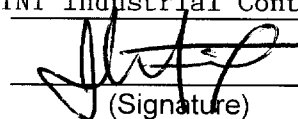
5. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, Site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.

To all the foregoing, and including all Bid Forms contained in this Bid, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefor the Contract Price based on the Total Bid Price(s) named in the aforementioned Bid Forms.

Dated: September 23, 2014

Bidder: TNT Industrial Contractors, Inc.

By:


(Signature)

Title:

President

BID CERTIFICATE
(if Corporation)

STATE OF California)
) SS:
COUNTY OF Sacramento)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____
TNT Industrial Contractors, Inc.

a corporation existing under the laws of the State of California, held on
May 13, 2001, the following resolution was duly passed and adopted:

"RESOLVED, that Joshua Twist, as
_____, President
of this Corporation, be and is hereby authorized to execute the Bid dated 09/25/14,
20____, to the City of Fairfield by this Corporation and that his/her execution thereof,
attested by the Secretary of this Corporation, and with the Corporate Seal affixed, shall be
the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
corporation this 25th, day of September, 2014.

Janette Twist
Secretary

(SEAL)

**BID CERTIFICATE
(if Partnership)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

a partnership existing under the laws of the State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as General Partner of the Partnership, be and is hereby authorized to execute the Bid dated _____, 20_____, to the City of Fairfield by this Partnership and that his/her execution thereof, attested by the General Partner shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

General Partner

(SEAL)

**BID CERTIFICATE
(if Joint Venture)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the _____

a joint venture existing under the laws of the State of _____, held on
_____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as
_____ of the Joint Venture,
be and is hereby authorized to execute the Bid dated _____,
20____, to the City of Fairfield by this Joint Venture and that his/her execution thereof,
attested by the _____ shall be the
official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____,
20_____.

Managing Partner

(SEAL)

Item	Description
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Base Bid

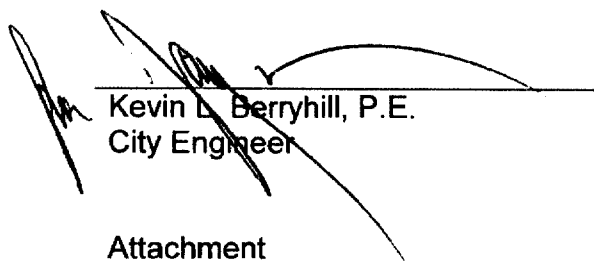
1. CO₂ Tank and Feed Facilities and Associated Work per the Contract Documents
For the lump sum of \$ 353,848
(Price in Figures)
2. Premium for Acts of God insurance
For the lump sum of \$ 5,000
(Price in Figures)
3. Sheeting, shoring, and bracing or equivalent method conforming to applicable safety orders
For the lump sum of \$ 1,500
(Price in Figures)

TOTAL BASE BID PRICE FOR SCHEDULE

For the lump sum of \$ 360,348
(Price in Figures)

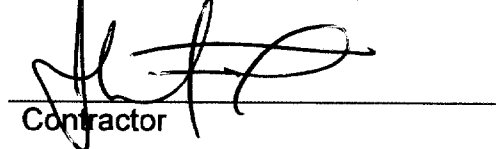
THREE HUNDRED SIXTY THOUSAND THREE
(Price in Words) HUNDRED FORTY EIGHT

APPROVED:


Kevin L. Berryhill, P.E.
City Engineer

Attachment

ACKNOWLEDGEMENT:


Contractor

LIST OF SUBCONTRACTORS

The Bidder shall list below the name and the location of the place of business of each Subcontractor who will perform WORK or labor or render service to the prime contractor in or about the construction of the WORK or improvement, or a Subcontractor who, under subcontract to the prime contractor, specially fabricates and installs a portion of the WORK or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total Bid or, in the case of Bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total Bid or ten thousand dollars (\$10,000), whichever is greater. The Bidder shall also list below the portion of the WORK which will be performed by each Subcontractor under its contract. The prime contractor shall list only one Subcontractor for each portion as is defined by the prime contractor in its Bid. The Bidder's attention is directed to the provisions of Paragraph entitled "Subcontract Limitations," of the Supplementary General Conditions which stipulates the percent of the WORK to be performed with the Bidder's own forces. Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection.

<u>Work to be Performed</u>	<u>Subcontractor. License Number</u>	<u>Percent of Total Bid</u>	<u>Subcontractor's Name & Address</u>
1. <u>ELECTRICAL + CONTROLS</u>	<u>422364</u>	<u>18%</u>	<u>TELSTAR INSTRUMENTS</u> <u>SACRAMENTO, CA</u>
2. <u>INSULATION</u>	<u>474795</u>	<u>3%</u>	<u>PERFORMANCE CONTRACTING INC</u> <u>RICHMOND, CA</u>
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

Note: Attach additional sheets if required.

LIST OF PROPOSED SUBSTITUTIONS

The Bidder proposes the following substitute or "or equal" products identified below:

[illegible]

PROPOSED SUBSTITUTIONS OR "OR-EQUAL" ITEMS

- A. Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular manufacturer, the naming of the item is intended to establish the type, function, and quality required. If the name is followed by the words "or equal" indicating that a substitution is permitted, materials or equipment of other manufacturers may be accepted if sufficient information is submitted by the Bidder to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named, subject to the following requirements:
1. The burden of proof as to the type, function, and quality of any such substitution product, material or equipment shall be upon the CONTRACTOR.
 2. The ENGINEER will be the sole judge as to the type, function, and quality of any such substitution and the ENGINEER'S decision shall be final.
 3. The ENGINEER may require the CONTRACTOR to furnish additional data about the proposed substitution.
 4. The OWNER may require the CONTRACTOR to furnish a special performance guarantee or other surety with respect to any substitution.
 5. Acceptance by the ENGINEER of a substitution item proposed by the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for full compliance with the Contract Documents and for adequacy of the substitution.
 6. The CONTRACTOR shall pay all costs of implementing accepted substitutions, including redesign and changes to WORK necessary to accommodate the substitution.
- B. The procedure for review by the ENGINEER will include the following:
1. If the CONTRACTOR wishes to provide a substitution of "an equal" item, the CONTRACTOR shall make written application to the ENGINEER on the "Substitution Request Form" within 14 Days following submission of the Bid.
 2. Wherever a proposed substitution item has not been submitted within said 14-Day period, or wherever the submission of a proposed substitution material or equipment has been judged to be unacceptable by the ENGINEER, the CONTRACTOR shall provide the material or equipment indicated in the Contract Documents.
 3. The CONTRACTOR shall certify by signing the Form that the list of paragraphs on the Form are correct for the proposed substitution.
 4. The ENGINEER will evaluate each proposed substitution within a reasonable period of time.
 5. As applicable, no Shop Drawing submittals shall be made for a substitution item nor shall any substitution item be ordered, installed, or utilized without the ENGINEER'S prior written acceptance of the CONTRACTOR'S "Substitution Request Form."

6. The ENGINEER will record the time required by the ENGINEER in evaluating substitutions proposed by the CONTRACTOR and in making changes by the CONTRACTOR in the Contract Documents occasioned thereby.
- C. The CONTRACTOR'S application shall address the following factors which will be considered by the ENGINEER in evaluating the proposed substitution:
1. Whether evaluation and acceptance of the proposed substitution will prejudice the CONTRACTOR'S achievement of Substantial Completion on time.
 2. Whether acceptance of the substitution for use in the WORK will require a change in any of the Contract Documents to adapt the design to the proposed substitution.
 3. Whether incorporation or use of the substitution in connection with the WORK is subject to payment of any license fee or royalty.
 4. Whether all variations of the proposed substitution from the items originally specified are identified.
 5. Whether available maintenance, repair, and replacement service are indicated. The manufacturer shall have a local service agency (within 50 miles of the Site) which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
 6. Whether an itemized estimate is included of all costs that will result directly or indirectly from acceptance of such substitution, including cost of redesign and claims of other contractors affected by the resulting change.
 7. Whether the proposed substitute item meets or exceeds the experience and/or equivalency requirements listed in the appropriate technical specifications.
- D. Without any increase in cost to the OWNER, the CONTRACTOR shall be responsible for and pay all costs in connection with proposed substitutions and of inspections and testing of equipment or materials submitted for review prior to the CONTRACTOR'S purchase thereof for incorporation in the WORK, whether or not the ENGINEER accepts the proposed substitution or proposed equipment or material. The CONTRACTOR shall reimburse the OWNER for the charges of the ENGINEER for evaluating each proposed substitution.

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, and 6, will cause the Bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information is delivered to the OWNER.

- (1) Contractor's name and address:

TNT Industrial Contractors, Inc.

3600 51st Avenue

Sacramento, Ca 95823

- (2) Contractor's telephone number: 916-395-8400

Contractor's e-mail: jtwist@tntindustrial.com

- (3) Contractor's license: Primary classification A

State License No. and Expiration Date 622974 Exp: 07/31/2015

Specialty classifications held, if any: B

Name of Licensee, if different from (1) above: _____

- (4) Name, address, and telephone number of surety company and agent who will provide the required Bonds on this Contract:

Lesron Insurance Agency-Sandy Black

2381 El Camino Avenue, Sacramento, CA 95821

PH: 916-481-8108

- (5) ATTACH TO THIS BID a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.

- (6) ATTACH TO THIS BID a list of 3 projects completed by the Contractor during the last 5 years involving work of similar type and complexity. The list shall include the following information as a minimum:

Names, address, and telephone number of owner.

Name of project.

Location of project.

Brief description of the work involved.

Contract amount.

Date of completion of contract.

Name, address, and telephone number of architect or engineer.

Name of owner's project manager.

TNT Industrial References

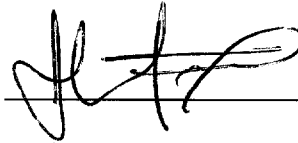
- 1) Owner: Defense MicroElectronics Activity (DMEA)
4235 Forcum Ave. Suite 200
McClellan, CA 95652
Project Name: Nitrogen Expansion Project at DMEA Sacramento
Project Location: Sacramento, CA
Description: Installed a new concrete pad, and all orbitally welded stainless steel pipe for the nitrogen expansion, including insulation.
Completion: 2013
Project Contact: Clarence Gaten (Linde LLC) – 908-329-9589
Amount: \$115,380
- 2) Owner: Contra Costa Water District
Concord, CA
Project Name: Bollman WTP Sulfuric Acid System and Metering Vault Upgrades
Project Location: Concord, CA
Description: Fabricated and install new chemical system, including installation of pumps, concrete pedestals, coatings and electrical upgrades.
Completion: May 2013
Project Contact: Dan Jones, PE – 925-688-8341
Amount: \$750,000
- 3) Owner: Sacramento Regional Sanitation District
Elk Grove, CA
Project Name: Digester Number 9 Improvements
Project Location: Elk Grove, CA
Description: Modifications to stainless steel pipe and fabrication and installation of new stainless steel piping.
Completion: August 2014
Project Contact: – Larry Cole – 916-875-9276
Amount: \$100,000

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

STATE OF California)
) ss.
COUNTY OF Sacramento)

Joshua Twist, being first duly sworn, deposes and says that he or she is President
of TNT Ind. the party making the foregoing Bid that the Bid is not made in the interest of, or on
behalf of, any undisclosed person, partnership, company, association, organization, or
corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or
indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or
indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a
sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly
or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price
of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or
of that of any other Bidder, or to secure any advantage against the public body awarding the
Contract or anyone interested in the proposed Contract; that all statements contained in the Bid
are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or
any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or
paid, and will not pay, any fee to any corporation, partnership, company association, organization,
bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Signed: _____



Subscribed and sworn to before me

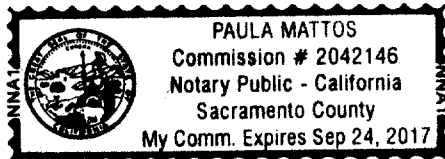
this 23rd day of Sept., 2014

Paula Mattos
Notary Public in and for the

County of Sacramento

State of California

(SEAL)



BID BOND

See Attached Bid Bond

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Principal, and
_____ as Surety, are
held and firmly bound unto City of Fairfield, hereinafter called "OWNER," in the sum of _____ dollars,

for the payment of which sum, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the Bidding schedule(s) of the OWNER's Contract Documents City of Fairfield Waterman Water Treatment Plant Replacement CO2 Project.

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement on the form of Agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, and performs in all other respects the agreement created by this Bid, then this obligation shall be null and void, otherwise it shall remain in full force and effect. The Surety stipulates and agrees that the obligation of said Surety shall in no way be impaired or affected by an extension of the time within which the OWNER may accept such Bid and Surety further waives notice of any such extension. In the event suit is brought upon this Bond by said OWNER and OWNER prevails, said Principal and Surety shall pay all costs incurred by said OWNER in such suit, including reasonable attorney's fees and costs to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20____

(Principal) (SEAL) _____ (SEAL)
(Surety)

By: _____ By: _____
(Signature) (Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

- END OF BID FORMS -



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 225200

Certificate No. 005628980

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Sharon J. Rusconi, Sandra R. Black, and Erin Johnson

of the City of Sacramento, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of September, 2013.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 6th day of September, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of September, 2014.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That TNT Industrial Contractors, Inc. as Principal, and
Travelers Casualty and Surety Company of America as Surety, are
held and firmly bound unto City of Fairfield, hereinafter called "OWNER," in the sum of *** dollars,
*****Not to exceed 10% of the bid amount*****
for the payment of which sum, well and truly to be made, we jointly and severally bind ourselves,
our heirs, executors, administrators, successors, and assigns firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required
under the Bidding schedule(s) of the OWNER's Contract Documents City of Fairfield Waterman
Water Treatment Plant Replacement CO2 Project

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time
and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters
into a written Agreement on the form of Agreement bound with said Contract Documents,
furnishes the required certificates of insurance, and furnishes the required Performance Bond and
Payment Bond, and performs in all other respects the agreement created by this Bid, then this
obligation shall be null and void, otherwise it shall remain in full force and effect. The Surety
stipulates and agrees that the obligation of said Surety shall in no way be impaired or affected by
an extension of the time within which the OWNER may accept such Bid and Surety further waives
notice of any such extension. In the event suit is brought upon this Bond by said OWNER and
OWNER prevails, said Principal and Surety shall pay all costs incurred by said OWNER in such
suit including reasonable attorney's fees and costs to be fixed by the court.

SIGNED AND SEALED this 9th day of September, 2014

TNT Industrial Contractors, Inc.

(Principal)

Travelers Casualty and Surety

(SEAL) Company of America (SEAL)

(Surety)

By

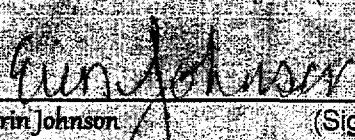


(Signature)

Joshua Twist, President

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

By



(Signature)

Erin Johnson
Attorney-in-Fact

-END OF BID FORMS-

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento }

On 9/9/14 before me, Sandra R. Black, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Erin Johnson

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Erin Johnson

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:
Travelers Casualty and
Surety Company of
America

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

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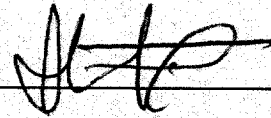
SECTION 004526CA - WORKER'S COMPENSATION CERTIFICATE

(AS REQUIRED BY SECTION 1861
OF THE CALIFORNIA LABOR CODE)

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the WORK of this Contract.

CONTRACTOR: TNT Industrial Contractors, Inc.

By: _____



Title: President

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POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 225200

Certificate No. 005628980

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Sharon J. Rusconi, Sandra R. Black, and Erin Johnson

of the City of Sacramento, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of September, 2013.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 6th day of September, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

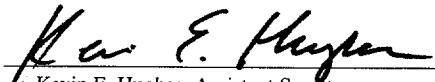
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of September, 2014.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CITY OF FAIRFIELD
STATE OF CALIFORNIA

SEP 17 2014

**WATERMAN WATER TREATMENT PLANT
REPLACEMENT CO₂ PROJECT**

RECEIVED

Addendum No. 2

September 15, 2014

This constitutes Addendum No. 1 to the Contract Documents for the WATERMAN WATER TREATMENT PLANT REPLACEMENT CO₂ PROJECT. The Bidder shall acknowledge receipt of this Addendum on Page 004100CA-1 of the Bid Forms (Blue Section) and attach this signed Addendum to the Bid Forms when submitted.

PROJECT SPECIFICATIONS

Notice Inviting Bids (White Section):

1. Please replace Page 001116CA-1 'RECEIPT OF BIDS' with the following:

"Sealed Bids will be received at the office of the City Engineer, 3rd Floor City Hall, 1000 Webster Street, Fairfield, California 94533, OWNER of the WORK located at the City of Fairfield Waterman Water Treatment Plant, until **2:00 PM, on September 23, 2014** for Replacement CO₂ Project Any Bids received after the specified time and date will not be considered."

2. Please replace Page 001116CA-1 'OPENING OF BIDS' with the following:

"The Bids will be publicly opened and read at **2:00 PM, on September 23, 2014**, at the above-mentioned office of the OWNER."

Technical Specifications (Yellow Section):

3. Please replace Page 463143-1 'SECTION 463143 – CARBON DIOXIDE INJECTION EQUIPMENT; PART 1 – GENERAL; 1.1 THE REQUIREMENT; ITEM E's heading with the following:


"Installation and Connection of Equipment"

There will be no leased equipment. All equipment will be owned by the OWNER.

Addendum 3 to Follow


4. Addendum No. 3 to follow which will include Section 099600 Protective Coatings which was omitted from the original bid documents.

APPROVED:



Kevin L. Berryhill, P.E.
City Engineer

ACKNOWLEDGEMENT:



Contractor

CITY OF FAIRFIELD
STATE OF CALIFORNIA

SEP 22 2014

WATERMAN WATER TREATMENT PLANT
REPLACEMENT CO₂ PROJECT

RECEIVED

Addendum No. 2

September 18, 2014

This constitutes Addendum No. 2 to the Contract Documents for the WATERMAN WATER TREATMENT PLANT REPLACEMENT CO₂ PROJECT. The Bidder shall acknowledge receipt of this Addendum on Page 004100CA-1 of the Bid Forms (Blue Section) and attach this signed Addendum to the Bid Forms when submitted.

The first addendum distributed for this project was mislabeled. It showed Addendum No. 2 dated September 15, 2014 in the heading and Addendum No. 2 in the page numbering. That was Addendum No. 1 as it stated in the first paragraph. This is the follow up addendum to which was referred. This is officially Addendum No. 2.

PROJECT SPECIFICATIONS**Technical Specifications (Yellow Section):**

1. Please include Section 099600 Protective Coatings as attached to this addendum.
2. Pipes containing liquid CO₂ will be insulated.

Agreement (White Section):


3. Please replace Agreement Page 005213CA-1 Article 4. Contract Price with the following and include the schedule below:
"OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in current funds the amount set forth in Bid Schedule(s), also shown here.

BID SCHEDULE

Schedule of prices for construction of City of Fairfield Waterman Water Treatment Plan Replacement CO₂ Project in accordance with the Contract Documents. See Schedule Below."

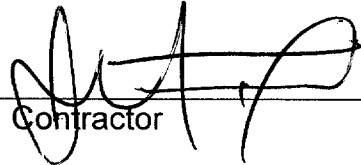
Item	Description
<u>Base Bid</u>	
1.	CO ₂ Tank and Feed Facilities and Associated Work per the Contract Documents For the lump sum of \$ _____ (Price in Figures)
2.	Premium for Acts of God insurance For the lump sum of \$ _____ (Price in Figures)
3.	Sheeting, shoring, and bracing or equivalent method conforming to applicable safety orders For the lump sum of \$ _____ (Price in Figures)
TOTAL BASE BID PRICE FOR SCHEDULE	
For the lump sum of \$ _____ (Price in Figures)	
_____ (Price in Words)	

APPROVED:

 _____
Kevin L. Berryhill, P.E.
City Engineer

Attachment

ACKNOWLEDGEMENT:

 _____
Contractor

SECTION 099600 - PROTECTIVE COATINGS

PART 1 -- GENERAL

1.1 THE REQUIREMENT

- A. The CONTRACTOR shall provide protective coatings, complete and in place, in accordance with the Contract Documents.
- B. Definitions
 - 1. The term "paint," "coatings," or "finishes" as used herein, shall include surface treatments, emulsions, enamels, paints, epoxy resins, and other protective coatings, excepting galvanizing or anodizing, whether used as a pretreatment, primer, intermediate coat, or finish coat.
 - 2. The term "DFT" means minimum dry film thickness, without any negative tolerance.
- C. The following surfaces shall not be coated:
 - 1. Concrete, unless required by items on the concrete coating schedule below or the Drawings.
 - 2. Stainless steel
 - 3. Machined surfaces
 - 4. Grease fittings
 - 5. Glass
 - 6. Equipment nameplates
 - 7. Platform gratings, stair treads, door thresholds, and other walk surfaces, unless specifically indicated to be coated.
- D. The coating system schedules summarize the surfaces to be coated, the required surface preparation, and the coating systems to be applied. Coating notes on the Drawings are used to show or extend the limits of coating schedules, to show exceptions to the schedules, or to clarify or show details for application of the coating systems.
- E. Where protective coatings are to be performed by a Subcontractor, the Subcontractor shall possess a valid state license as required for performance of the painting and coating WORK called for in this specification and shall provide 5 references which show that the Subcontractor has previous successful experience with the indicated or comparable coating systems. Include the name, address, and the telephone number for the owner of each installation for which the Subcontractor provided the protective coating.

1.2 CONTRACTOR SUBMITTALS

- A. Furnish submittals in accordance with Section 01300 - Contractor Submittals.
- B. Submittals shall include the following information and be submitted at least 30 Days prior to commencing protective coating WORK:
 - 1. Materials List: Eight copies of a coating materials list showing the manufacturer and the product number, keyed to the coating systems herein. The list shall be submitted prior to or at the time of submitting samples.
 - 2. Manufacturer's Information: For each coating system to be used, the following data:
 - a. Manufacturer's data sheet for each product proposed, including statements on the suitability of the material for the intended use.
 - b. Technical and performance information that demonstrates compliance with the system performance and material requirements.
 - c. Paint manufacturer's instructions and recommendations on surface preparation and application.
 - d. Colors available for each product (where applicable).
 - e. Compatibility of shop and field applied coatings (where applicable).
 - f. Material Safety Data Sheet for each product proposed.
- C. Samples
 - 1. Samples of paint, finishes, and other coating materials shall be submitted on 8-1/2 inch by 11-inch sheet metal. Each sheet shall be completely coated over its entire surface with one protective coating material, type, and color.
 - 2. Two sets of color samples to match each color selected by the ENGINEER from the manufacturer's standard color sheets. If custom mixed colors are indicated, the color samples shall be made using color formulations prepared to match the color samples furnished by the ENGINEER. The color formula shall be shown on the back of each color sample.
 - 3. One 5 pound sample of each abrasive proposed to be used for surface preparation for submerged and severe service coating systems.

1.3 SPECIAL CORRECTION OF DEFECTS REQUIREMENTS

- A. Inspection: An inspection may be conducted during the eleventh month following completion of coating WORK. The CONTRACTOR and a representative of the coating material manufacturer shall attend this inspection. Defective WORK shall be repaired in accordance with these specifications and to the satisfaction of the OWNER. The OWNER may, by written notice to the CONTRACTOR, reschedule the inspection to another date within the one year correction period or

may cancel the inspection altogether. The CONTRACTOR is not relieved of its responsibilities to correct defects, whether or not the inspection is conducted.

PART 2 – PRODUCTS

2.1 GENERAL

- A. Suitability: The CONTRACTOR shall use suitable coating materials as recommended by the manufacturer. Materials shall comply with Volatile Organic Compound (VOC) limits applicable at the Site.
- B. Material Sources: Where manufacturers and product numbers are listed, it is to show the type and quality of coatings that are required. If a named product does not comply with VOC limits in effect at the time of Bid opening, that product will not be accepted, and the CONTRACTOR shall propose a substitution product of equal quality that does comply. Proposed substitute materials will be considered as indicated below. Coating materials shall be materials that have a record of satisfactory performance in industrial plants, manufacturing facilities, and water and wastewater treatment plants.
- C. Compatibility: In any coating system only compatible materials from a single manufacturer shall be used in the WORK. Particular attention shall be directed to compatibility of primers and finish coats. If necessary, a barrier coat shall be applied between existing prime coat and subsequent field coats to ensure compatibility.
- D. Containers: Coating materials shall be sealed in containers that plainly show the designated name, formula or specification number, batch number, color, date of manufacture, and name of manufacturer, all of which shall be plainly legible at the time of use.
- E. Colors: Colors and shades of colors of coatings shall be as indicated or selected by the ENGINEER. Each coat shall be of a slightly different shade to facilitate inspection of surface coverage of each coat. Finish colors shall be custom mixed to match color samples furnished by the ENGINEER.
- F. Substitute or "Or-Equal" Products
 - 1. To establish equality under Section 01600 - Products, Materials, Equipment and Substitutions, the CONTRACTOR shall furnish satisfactory documentation from the manufacturer of the proposed substitute or "or-equal" product that the material meets the indicated requirements and is equivalent or better in the following properties:
 - a) Quality
 - b) Durability
 - c) Resistance to abrasion and physical damage
 - d) Life expectancy

- e) Ability to recoat in future
 - f) Solids content by volume
 - g) Dry film thickness per coat
 - h) Compatibility with other coatings
 - i) Suitability for the intended service
 - j) Resistance to chemical attack
 - k) Temperature limitations during application and in service
 - l) Type and quality of recommended undercoats and topcoats
 - m) Ease of application
 - n) Ease of repairing damaged areas
 - o) Stability of colors
2. Protective coating materials shall be standard products produced by recognized manufacturers who are regularly engaged in production of such materials for essentially identical service conditions. When requested, the CONTRACTOR shall provide the ENGINEER with the names of not less than 10 successful applications of the proposed manufacturer's products that comply with these requirements.
 3. If a proposed substitution requires changes in the WORK, the CONTRACTOR shall bear such costs involved as part of the WORK.

2.2 INDUSTRIAL COATING SYSTEMS

A. System 4 - Epoxy/Polyurethane

1. Materials

Primer type	Rust-inhibitive, 2 component epoxy
VOC Content, max	285 g/L
Finish type	2 component aliphatic polyurethane
VOC Content, max	300 g/L
Demonstrated suitable for	Ferrous surfaces, superior color and gloss retention, exceptional resistance to weathering, chemical fumes, and splash

2. Application and manufacturers

Surface Preparation	Prime Coat (DFT = 3 - 5 mils)	Finish Coat (DFT = 3 - 4 mils)	TOTAL SYSTEM DFT
SSPC SP6	Ameron Amerlock 400/2	Ameron Amershield	6-9 mils
	Carboline Carboguard 893	Carboline Carbothane 134 HG (2 coats)	
	Tnemec Hi-Build Epoxoline II Series N69	Tnemec Endura-Shield Series 1075	

2.3 SUBMERGED AND SEVERE SERVICE COATING SYSTEMS

A. System 102 - Polyamide Epoxy

1. Materials

Type	high build polyamide cure epoxy
VOC content, max, g/L	366
Demonstrated suitable for	long term immersion in water and wastewater, resistant to corrosion and chemical fumes, good color retention
Certification	NSF 61 if in contact with potable water

2. Application and manufacturers

Surface Preparation	Products (3 coats or more)	<i>Total System DFT</i>
SSPC SP5	Devoe, Bar-Rust 233H Expoy (Off White)	12 - 18 mils

PART 3 – EXECUTION

3.1 MANUFACTURER'S SERVICES

- A. The CONTRACTOR shall require the protective coating manufacturer to furnish a qualified technical representative to visit the Site for technical support as may be necessary to resolve field problems.
- A. For submerged and severe service coating systems, the CONTRACTOR shall require the paint manufacturer to furnish the following services:
 - B. The manufacturer's representative shall provide at least 6 hours of on-Site instruction in the proper surface preparation, use, mixing, application, and curing of the coating systems.
 - C. The manufacturer's representative shall observe the start of surface preparation, mixing, and application of the coating materials for each coating system.

3.2 WORKMANSHIP

- A. Skilled craftsmen and experienced supervision shall be used on coating WORK.
- B. Coating shall be done in a workmanlike manner so as to produce an even film of uniform thickness. Edges, corners, crevices, and joints shall receive special attention to insure thorough surface preparation. The finished surfaces shall be free from runs, drops, ridges, waves, laps, brush marks, and variations in color, texture, and finish. The hiding shall be so complete that the addition of another coat would not increase the hiding. Special attention shall be given so that edges, corners, crevices, welds, and similar areas receive a film thickness equivalent to adjacent areas, and installations shall be protected by the use of drop cloths or other precautionary measures.
- C. Damage to other surfaces resulting from the WORK shall be cleaned, repaired, and refinished to original condition.

3.3 STORAGE, MIXING, AND THINNING OF MATERIALS

- A. Manufacturer's Recommendations: Unless otherwise indicated, the coating manufacturer's printed recommendations and instructions for thinning, mixing, handling, applying, and protecting its coating materials, for preparation of surfaces for coating, and for other procedures relative to coating shall be strictly observed.
- B. Coating materials shall be used within the manufacturer's recommended shelf life.
- C. Storage and Mixing: Coating materials shall be stored under the conditions recommended by the Product Data Sheets, and shall be thoroughly stirred,

strained, and kept at a uniform consistency during application. Coatings from different manufacturers shall not be mixed together.

3.4 PREPARATION FOR COATING

- A. General: Surfaces to receive protective coatings shall be prepared as indicated prior to application of coatings. The CONTRACTOR shall examine surfaces to be coated and shall correct surface defects before application of any coating material. Marred or abraded spots on shop-primed and on factory-finished surfaces shall receive touch-up restoration prior to any field coating application. Surfaces to be coated shall be dry and free of visible dust.
- B. Protection of Surfaces Not to be Coated: Surfaces that are not to receive protective coatings shall be protected during surface preparation, cleaning, and coating operations.
- C. Hardware, lighting fixtures, switchplates, machined surfaces, couplings, shafts, bearings, nameplates on machinery, and other surfaces not to be painted shall be removed, masked, or otherwise protected. Drop cloths shall be provided to prevent coating materials from falling on or marring adjacent surfaces. The working parts of mechanical and electrical equipment shall be protected from damage during surface preparation and coating operations. Openings in motors shall be masked to prevent entry of coating or other materials.
- D. Care shall be exercised not to damage adjacent WORK during blasting operations. Spraying shall be conducted under carefully controlled conditions. The CONTRACTOR shall be fully responsible for and shall promptly repair any and all damage to adjacent WORK or adjoining property occurring from blasting or coating operations.
- E. Protection of Painted Surfaces: Cleaning and coating shall be coordinated so that dust and other contaminants from the preparation process will not fall on wet, newly-coated surfaces.

A. 3.5 SURFACE PREPARATION STANDARDS

- A. The following referenced surface preparation specifications of the Steel Structures Painting Council shall form a part of this specification:
 - 1. Solvent Cleaning (SSPC SP1): Removal of oil, grease, soil, salts, and other soluble contaminants by cleaning with solvent, vapor, alkali, emulsion, or steam.
 - 2. Hand Tool Cleaning (SSPC SP2): Removal of loose rust, loose mill scale, loose paint, and other loose detrimental foreign matter, by hand chipping, scraping, sanding, and wire brushing.
 - 3. Power Tool Cleaning (SSPC SP3): Removal of loose rust, loose mill scale, loose paint, and other loose detrimental foreign matter, by power tool chipping, descaling, sanding, wire brushing, and grinding.

4. White Metal Blast Cleaning (SSPC SP5): Removal of all visible rust, oil, grease, soil, dust, mill scale, paint, oxides, corrosion products and foreign matter by blast cleaning.
5. Commercial Blast Cleaning (SSPC SP6): Removal of all visible oil, grease, soil, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except that staining shall be limited to no more than 33 percent of each square inch of surface area.

3.6 FERROUS METAL SURFACE PREPARATION (UNGALVANIZED)

- A. The minimum abrasive blasting surface preparation shall be as indicated in the coating system schedules included at the end of this Section. Where there is a conflict between these requirements and the coating manufacturer's printed recommendations for the intended service, the higher degree of cleaning shall apply.
- B. Workmanship for metal surface preparation shall be in conformance with the current SSPC Standards and this Section. Blast-cleaned surfaces shall match the standard samples available from the National Association of Corrosion Engineers, NACE Standard TM-01-70 - Visual Standard for Surfaces of New Steel Airblast Cleaned with Sand Abrasive and TM-01-75 - Visual Standard for Surfaces of New Steel Centrifugally Blast Cleaned with Steel Grit.
- C. Oil, grease, welding fluxes, and other surface contaminants shall be removed by solvent cleaning per SSPC SP1 - Solvent Cleaning prior to blast cleaning.
- D. Sharp edges shall be rounded or chamfered, and burrs and surface defects and weld splatter shall be ground smooth prior to blast cleaning.
- E. The type and size of abrasive shall be selected to produce a surface profile that meets the coating manufacturer's recommendation for the particular product and service conditions. Abrasives for submerged and severe service coating systems shall be clean, hard, sharp cutting crushed slag. Automated blasting systems shall not be used for surfaces that will be in submerged service. Metal shot or grit shall not be used for surfaces that will be in submerged service, even if subsequent abrasive blasting will use hard, sharp cutting crushed slag.
- F. Abrasive shall not be reused unless an automated blasting system is used for surfaces that will be in non-submerged service. For automated blasting systems, clean oil-free abrasives shall be maintained. The abrasive mix shall include at least 50 percent grit.
- G. The CONTRACTOR shall comply with the applicable federal, state, and local air pollution control regulations for blast cleaning.
- H. Compressed air for air blast cleaning shall be supplied at adequate pressure from well-maintained compressors equipped with oil and moisture separators that remove at least 95 percent of the contaminants.

- I. Surfaces shall be cleaned of dust and residual particles of the cleaning operation by dry air blast cleaning, vacuuming, or another approved method prior to painting.
- J. Enclosed areas and other areas where dust settling is a problem shall be vacuum-cleaned and wiped with a tack cloth.
- K. Damaged or defective coating shall be removed by the blast cleaning to meet the clean surface requirements before recoating.
- L. If the required abrasive blast cleaning will damage adjacent WORK, the area to be cleaned is less than 100 square feet, and the coated surface will not be submerged in service, then SSPC SP2 or SSPC SP3 may be used.
- M. Shop-applied coatings of unknown composition shall be completely removed before the indicated coatings are applied. Valves, castings, ductile or cast iron pipe, and fabricated pipe or equipment shall be examined for the presence of shop-applied temporary coatings. Temporary coatings shall be completely removed by solvent cleaning per SSPC SP1 before the abrasive blast cleaning has been started.
- N. Shop primed equipment shall be solvent-cleaned in the field before finish coats are applied.

3.7 SHOP COATING REQUIREMENTS

- A. Unless otherwise indicated, items of equipment or parts of equipment which are not submerged in service shall be shop-primed and then finish-coated in the field after installation with the indicated or selected color. The methods, materials, application equipment, and other details of shop painting shall comply with this Section. If the shop primer requires topcoating within a specific period of time, the equipment shall be finish-coated in the shop and then be touched up after installation.
- B. Items of equipment or parts and surfaces of equipment which are submerged or inside an enclosed hydraulic structure when in service, with the exception of pumps and valves, shall have surface preparation and coating performed in the field.
- C. For certain pieces of equipment it may be undesirable or impractical to apply finish coatings in the field. Such equipment may include engine generator sets, equipment such as electrical control panels, switchgear or main control boards, submerged parts of pumps, ferrous metal passages in valves, or other items where it is not possible to obtain the indicated quality in the field. Such equipment shall be primed and finish-coated in the shop and touched up in the field with the identical material after installation. The CONTRACTOR shall require the manufacturer of each such piece of equipment to certify as part of its Shop Drawings that the surface preparation is in accordance with these specifications. The coating material data sheet shall be submitted with the Shop Drawings for the equipment.

- D. For certain small pieces of equipment the manufacturer may have a standard coating system that is suitable for the intended service conditions. In such cases, the final determination of suitability will be made during review of the Shop Drawing submittals. Equipment of this type generally includes only indoor equipment such as instruments, small compressors, and chemical metering pumps.
- E. Shop-painted surfaces shall be protected during shipment and handling by suitable provisions including padding, blocking, and the use of canvas or nylon slings. Primed surfaces shall not be exposed to the weather for more than 2 months before being topcoated, or less time if recommended by the coating manufacturer.
- F. Damage to shop-applied coatings shall be repaired in accordance with this Section and the coating manufacturer's printed instructions.
- G. The CONTRACTOR shall make certain that the shop primers and field topcoats are compatible and meet the requirements of this Section. Copies of applicable coating manufacturer's data sheets shall be submitted with equipment Shop Drawings.

3.8 APPLICATION OF COATINGS

- A. The application of protective coatings to steel substrates shall be in accordance with SSPC PA1 - Paint Application Specification No. 1.
- B. Cleaned surfaces and each coat shall be inspected prior to applying each succeeding coat. The CONTRACTOR shall schedule such inspection with the ENGINEER in advance.
- C. Blast cleaned ferrous metal surfaces shall be painted before any rusting or other deterioration of the surface occurs. Blast cleaning shall be limited to only those surfaces that can be coated in the same day.
- D. Coatings shall be applied in accordance with the manufacturer's instructions and recommendations and this Section, whichever has the most stringent requirements.
- E. Special attention shall be given to edges, angles, weld seams, flanges, nuts and bolts, and other places where insufficient film thicknesses are likely to occur. Use stripe painting with a brush in these areas.
- F. Special attention shall be given to materials that will be joined so closely that proper surface preparation and application are not possible. Such contact surfaces shall be coated prior to assembly or installation.
- G. Finish coats, including touch-up and damage repair coats shall be applied in a manner that will present a uniform texture and color matched appearance.
- H. Coatings shall not be applied under the following conditions:

1. Temperatures exceeding the manufacturer's recommended maximum and minimum allowable.
 2. Concrete surfaces will be in direct sunlight during application or within 3 hours after application, unless specifically allowed by the ENGINEER.
 3. Dust or smoke laden atmosphere.
 4. Damp or humid weather.
 5. Substrate or air temperature is less than 5 degrees F above the dewpoint.
 6. Air temperature is expected to drop below 40 degrees F or less than 5 degrees F above the dewpoint within 8 hours after application of coating.
 7. Wind conditions are not calm.
- I. Dewpoint shall be determined by use of a sling psychrometer in conjunction with U.S. Dept. of Commerce, Weather Bureau psychometric tables.
 - J. Unburied steel piping shall be abrasive blast cleaned and primed before installation.
 - K. Finish coats shall be applied after concrete, masonry, and equipment installation is complete, and the working areas are clean and dust free.

3.9 CURING OF COATINGS

- A. The CONTRACTOR shall maintain curing conditions in accordance with the conditions recommended by the coating material manufacturer or by this Section, whichever is the most stringent, prior to placing the completed coating system into service.
- B. In the case of enclosed areas, forced air ventilation, using heated air if necessary, may be required until the coatings have fully cured.
- C. Forced Air Ventilation of Steel Reservoirs and Enclosed Hydraulic Structures: Forced air ventilation is required for the application and curing of coatings on the interior surfaces of steel reservoirs and enclosed hydraulic structures. During application and curing periods, continuously exhaust air from a manhole in the lowest shell ring, or in the case of an enclosed hydraulic structure, from the lowest level of the structure using portable ducting. After interior coating operations have been completed, provide a final curing period for a minimum of 10 Days, during which the forced ventilation system shall operate continuously. For additional requirements, refer to the specific coating system requirements in Part 2 above.

3.10 SHOP AND FIELD INSPECTION AND TESTING

- A. General: The CONTRACTOR shall give the ENGINEER a minimum of 3 Days advance notice of the start of any field surface preparation or coating application,

and a minimum of 7 Days advance notice of the start of any surface preparation activity in the shop.

- B. Such WORK shall be performed only in the presence of the ENGINEER, unless the ENGINEER has granted prior approval to perform such WORK in its absence.
- C. Inspection by the ENGINEER, or the waiver of inspection of any particular portion of the WORK, shall not relieve the CONTRACTOR of its responsibility to perform the WORK in accordance with these Specifications.
- D. Scaffolding shall be erected and moved to locations where requested by the ENGINEER to facilitate inspection. A scissors lift may be used in lieu of scaffolding. Additional illumination shall be furnished on areas to be inspected.
- E. Inspection Devices: The CONTRACTOR shall furnish inspection devices in good working condition for the detection of holidays and measurement of dry film thicknesses of coatings. Dry-film thickness gauges shall be made available for the ENGINEER'S use while coating is being done, until final acceptance of such coatings. The CONTRACTOR shall furnish the services of a trained operator of the holiday detection devices until the final acceptance of such coatings. Holiday detection devices shall be operated only in the presence of the ENGINEER.
- F. Holiday Testing: The CONTRACTOR shall test for continuity all coated ferrous surfaces inside a steel reservoir, other surfaces that will be submerged in water or other liquids, surfaces that are enclosed in a vapor space in such structures, and surfaces coated with any of the submerged and severe service coating systems. Areas that contain discontinuities shall be marked and repaired or recoated in accordance with the coating manufacturer's printed instructions and then be retested.
 - 1. Coatings with thickness exceeding 20-mils total DFT: Pulse-type holiday detector such as **Tinker & Razor Model AP-W, D.E. Stearns Co. Model 14/20**, or equal shall be used. The unit shall be adjusted to operate at the voltage required to cause a spark jump across an air gap equal to twice the required coating thickness.
 - 2. Coatings with thickness of 20-mils or less total DFT: **Tinker & Razor Model M1** non-destructive type holiday detector, **K-D Bird Dog**, or equal shall be used. The unit shall operate at less than 75 volts. For thicknesses between 10- and 20-mils, a non-sudsing type wetting agent, such as **Kodak Photo-Flo** or equal, shall be added to the water prior to wetting the detector sponge.
- G. **Film Thickness Testing:** On ferrous metals, the dry film coating thickness shall be measured in accordance with the SSPC Paint Application Specification No. 2 using a magnetic type dry film thickness gauge such as **Mikrotest Model FM, Elcometer Model 111/1EZ**, or equal. Each coat shall be tested for the correct thickness. No measurements shall be made until at least 8 hours after application of the coating. On non-ferrous metals and other substrates, the

coating thicknesses shall be measured at the time of application using a wet film gauge.

- H. **Surface Preparation:** Evaluation of blast cleaned surface preparation will be based upon comparison of the blasted surfaces with the standard samples available from NACE, using NACE standards TM-01-70 and TM-01-75.

- I. Coating System Schedule, Ferrous Metal - Not Galvanized

	Item	Surface Prep.	System No.
FM-1	All surfaces indoors and outdoors, exposed or covered, except those included below.	Commercial blast cleaning SSPC SP6	(4) epoxy/ polyurethane
FM-7	Where indicated, ferrous surfaces in water passages of all valves 2-inch size and larger, exterior surfaces of submerged valves and gearboxes.	White metal blast cleaning SSPC SP5	(102) polyamide epoxy

END OF SECTION -

CITY OF FAIRFIELD
STATE OF CALIFORNIA

SEP 24 2014

**WATERMAN WATER TREATMENT PLANT
REPLACEMENT CO₂ PROJECT**

RECEIVED

Addendum No. 3

September 22, 2014

This constitutes Addendum No. 3 to the Contract Documents for the WATERMAN WATER TREATMENT PLANT REPLACEMENT CO₂ PROJECT. The Bidder shall acknowledge receipt of this Addendum on Page 004100CA-1 of the Bid Forms (Blue Section) and attach this signed Addendum to the Bid Forms when submitted.

PROJECT SPECIFICATIONS

Notice Inviting Bids (White Section):

1. Please replace Page 001116CA-1 'RECEIPT OF BIDS' with the following:

"Sealed Bids will be received at the office of the City Engineer, 3rd Floor City Hall, 1000 Webster Street, Fairfield, California 94533, OWNER of the WORK located at the City of Fairfield Waterman Water Treatment Plant, until **2:00 PM, on September 25, 2014** for Replacement CO₂ Project Any Bids received after the specified time and date will not be considered."


2. Please replace Page 001116CA-1 'OPENING OF BIDS' with the following:

"The Bids will be publicly opened and read at **2:00 PM, on September 25, 2014**, at the above-mentioned office of the OWNER."


Addendum No. 4 to Follow

3. Addendum No. 4 to follow which will include additional clarifications for the CO₂ tank and feed system.

APPROVED:


Kevin L. Berryhill, P.E.
City Engineer

ACKNOWLEDGEMENT:


Contractor

CITY OF FAIRFIELD
STATE OF CALIFORNIA

**WATERMAN WATER TREATMENT PLANT
REPLACEMENT CO₂ PROJECT**

Addendum No. 4

September 23, 2014

This constitutes Addendum No. 4 to the Contract Documents for the WATERMAN WATER TREATMENT PLANT REPLACEMENT CO₂ PROJECT. The Bidder shall acknowledge receipt of this Addendum on Page 004100CA-1 of the Bid Forms (Blue Section) and attach this signed Addendum to the Bid Forms when submitted.

PROJECT SPECIFICATIONS

Technical Specifications (Goldenrod Section):

1. Please remove Section 1.1.E.2 on Page 463143-1. Refrigeration unit is not required.
2. Please remove Section 1.1.E.3 on Page 463143-1. Vaporizer electrical panel is not required.
3. Please remove Section 1.1.E.4 on Page 463143-1. Electrical Vapor heater is not required.
4. Please replace Page 463143-2, 2.2.A with the following:

"The liquid carbon dioxide storage tank shall have a design rating to satisfy the following:

Maximum Allowable Working Pressure:	350 PSIG
Normal Operating Pressure:	300 PSIG
Hydrostatic Test Pressure:	Per ASME Section VIII Division 1
Inner Vessel Design Temperature:	-40°F to +100°F
Outer Vessel Design Temperature:	-20°F to +300°F"

5. Please replace Page 463143-3, 2.2.H with the following:

"The outer shell tank shall be protected by a vacuum meter and pressure safety elements. Lift plates are acceptable as pressure safety elements."

APPROVED:



Kevin L. Berryhill, P.E.
City Engineer

ACKNOWLEDGEMENT:



Contractor

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the 13th day of November, 2014,
by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and
TNT INDUSTRIAL CONTRACTORS, INC., party of the second part, hereinafter called the
CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of
Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration
hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the
equipment and labor necessary and to perform all of the work shown on the plans and
described in the specifications for the project entitled:

City of Fairfield Waterman Water Treatment Plant Replacement CO₂ Project

all in accordance with the requirements and provisions of the following Documents which are
hereby made a part of this Agreement:

- a. Plans prepared for same by MWH Americas
numbered G1 through I-1
and dated August 2014.
- b. Advertisement for Bids.
- c. The Accepted Bid, dated 9/23/2014.
- d. Instructions to Bidders.
- e. Specifications consisting of:
 - 1) General Provisions.
 - 2) Supplementary General Conditions.
 - 3) Technical Specifications.
 - 4) City of Fairfield Standard Details and Specifications, 2014 edition.
 - 5) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated July, 2006.
- f. Performance Bond, dated November 4, 2014.
- g. Labor and Material Bond, dated November 4, 2014.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within 180 working days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the City Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LD's) an amount equal to Five Hundred Dollars (\$500) for each calendar day or fraction thereof that expires after the time specified herein for the Contractor to complete the work and the facility or improvements are usable for its intended use. LD's shall apply cumulatively and shall be presumed to be damages suffered by the City resulting from delay in completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LD's shall not cover the cost to complete the work, damages resulting from defective work, costs of substitute facilities, or damages suffered by others who then seek to recover their damages from the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof).

III. CONTRACT SUM

- a. The Contractor will accept, in full payment and compensation for the furnishing of said labor and materials, etc., as aforesaid, and doing all of the work contemplated and embraced in this Agreement, also for all loss or damage arising out of the nature of the work to be done under this Agreement, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said work, and before the acceptance thereof by the City, the sum of Three Hundred Sixty Thousand Three Hundred Forty Eight Dollars (\$360,348).
- b. The Lump Sum Price shall be equitably adjusted to cover changes in the work ordered by the Engineer but not shown on the plans or required by the specifications. Such increases or decreases in the Lump Sum Price shall be

determined by agreement between the City, or the Engineer, as his representative, and the Contractor. If it is impractical to arrive at a pre-agreed-upon amount, additional work may be done under the provisions of Section 4 of the General Provisions.

IV. PROHIBITED INTERESTS

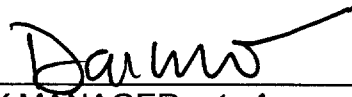
No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF FAIRFIELD

By: 
CITY MANAGER *Gonsky*

TNT INDUSTRIAL CONTRACTORS, INC.
CONTRACTOR

By: 

Joshua Twist, President
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A, B

b. Number: 622974

c. Expiration Date: 07/31/2015

FEI Number: 68-0248760

EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)

Department: _____ Date of Contract: _____

Authorized by Res. No.: _____ Contract Expiration Date: _____

Person Reviewing EDD Requirements: _____ Phone: _____

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

NAME AND ADDRESS	
FULL NAME	TNT Industrial Contractors, Inc.
ADDRESS	3600 51 ST Avenue
CITY, STATE, ZIP	Sacramento, CA 95823

AND

BOX 2

X Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION	68-0248760
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

Bond Number: 106156792
Premium: \$4,468.00

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to _____

TNT Industrial Contractors, Inc.

3600 51st Avenue, Sacramento, CA 95823

(Name and address of Contractor)

("Contractor") a contract (the "Contract") for the work described as follows:

City of Fairfield Waterman Water Treatment Plant Replacement CO₂ Project

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

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

*Three Hundred Sixty Thousand, Three Hundred Forty-Eight Dollars and No/100*****

Dollars (\$ 360,348.00 _____), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: November 4, 2014

"Contractor"

TNT Industrial Contractors, Inc.

By: 

Title Joshua Twist, President

By: _____

Title

"Surety"

Travelers Casualty and Surety Company of America

By: 

Title Erin Johnson, Attorney-in-Fact

By: _____

Title

(Seal)

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

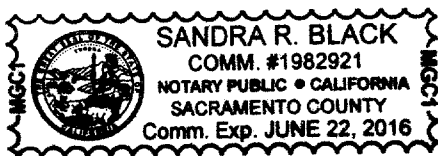
STATE OF CALIFORNIA

County of Sacramento

On 11-4-14 before me, Sandra R. Black, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Erin Johnson

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Erin Johnson

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:
Travelers Casualty and Surety
Company of America

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 225200

Certificate No. 006038935

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Sharon J. Rusconi, Sandra R. Black, and Erin Johnson

of the City of Sacramento, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of September, 2014.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

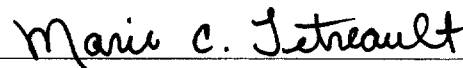
By: 

Robert L. Raney, Senior Vice President

On this the 2nd day of September, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sacramento

On 11/5/14 before me, Paula Mattos, Notary Public
(Here insert name and title of the officer)

personally appeared JOSHUA TWIST

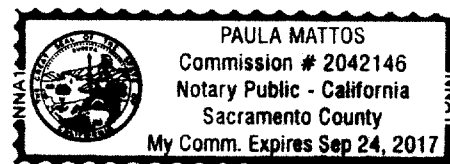
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Paula Mattos
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

**PAYMENT BOND
(LABOR AND MATERIALS)**

Bond Number: 106156792
Premium is included in the
Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to _____

TNT Industrial Contractors, Inc.

3600 51st Avenue, Sacramento, CA 95823

(Name and address of Contractor)

("Contractor"), a contract (the "Contract") for the work described as follows:

City of Fairfield Waterman Water Treatment Plant Replacement CO₂ Project

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

*Three Hundred Sixty Thousand, Three Hundred Forty-Eight Dollars and No/100*****

Dollars (\$ 360,348.00), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

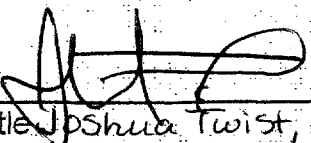
FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: November 4, 2014

"Contractor"

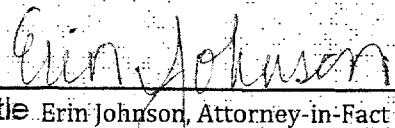
TNT Industrial Contractors, Inc.

By: 
Title Joshua Twist, President

By: _____
Title _____

"Surety"

Travelers Casualty and Surety Company of America

By: 
Title Erin Johnson, Attorney-in-Fact

By: _____
Title _____

(Seal)

(Seal)

Note: *This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

CERTIFICATE OF ACKNOWLEDGMENT - Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

On this _____ day of _____, in the year _____, before me, the undersigned
Notary Public in and for said state, personally appeared _____ who
proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument, as the Attorney-in-Fact of _____
acknowledged to me that he/she subscribed the name of _____
thereto as principal and his/her own name as Attorney-in-Fact.

Notary Public in and for the

County of _____
State of California

My Commission Expires _____

(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento

On 11-4-14

Date

before me, Sandra R. Black, Notary Public

Here Insert Name and Title of the Officer

personally appeared Erin Johnson

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal:

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Erin Johnson

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

Signer Is Representing:
Travelers Casualty and Surety
Company of America

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 225200

Certificate No. 006038934

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Sharon J. Rusconi, Sandra R. Black, and Erin Johnson

of the City of Sacramento, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of September, 2014.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 2nd day of September, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

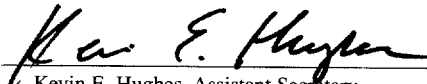
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of November, 20 14.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sacramento

On 11/5/14 before me, Paula Mattos, Notary Public
(Here insert name and title of the officer)

personally appeared Joshua Twist

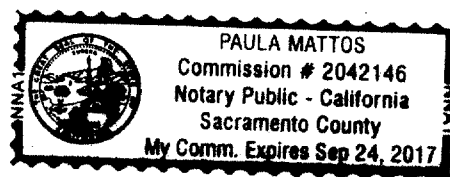
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Paula Mattos
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document