

Contractor's Name: American Process Group Inc.
(Please print)

FILED

MAR - 1 2006

By The
Office of The City Clerk

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than Wednesday, March 1, 2006, at the Office of the City Clerk, Historic City Hall, at 915 I Street, 1st Floor, Sacramento, California and opened at 2:00 PM, or as soon thereafter as business allows, on March 1, 2006 by the Office of the City Clerk, 915 I Street, Historic City Hall, Hearing Room 2nd Floor, Sacramento, California

TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

**E A FAIRBAIRN SLUDGE DEWATERING
(ZK11)**

in the City and County of Sacramento, California

TOTAL BID: One hundred eighty five thousand three hundred seventy three dollar(\$ 185,373.00)

The work herein described is to be performed in strict conformity with the Plans, City of Sacramento Standard Specifications (Resolution No. 89-216) and these Special Provisions, all as on file in the Office of the City Clerk, at the following unit prices

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Mobilization/Demobilization, not to exceed 20 percent of bid	1	LS	<u>\$36,717.57</u>	<u>\$36,717.57</u>
2	Pump Sludge, Polymer, dewatering equipment, truck loading and staff and other incidental expenses	627	Dry Tons	<u>\$ 237.09</u>	<u>\$148,655.43</u>

TOTAL BID: \$ 185,373.00

AMERICAN PROCESS GROUP, INC

If awarded the contract, the undersigned shall execute said contract and furnish the necessary bonds within ten (10) days after the notice of award of said contract and begin work within fifteen (15) days after the signing of the contract by the Contractor and the City or the Notice to Proceed has been prepared, whichever is applicable

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

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

Should the Proposal contain only a total price for an item and the item unit price is omitted, the City shall determine the item unit price by dividing the total price of the item by the Engineer's estimate of the quantity of work to be performed for the item of work.

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

It is understood that this bid is based upon completion of the work within a period of **sixty (60) calendar days** commencing on the date specified in the Notice to Proceed. **The Contract also establishes milestone date for the completion of work in Sludge Lagoon 1 (within 35 calendar days of Notice to Proceed) and Sludge Lagoon 3 (within 60 calendar days of the Notice to Proceed).**

The amount of liquidated damages to be paid by the Contractor for failure to complete the entire work by the completion date, and for failure to complete the work required in Sludge Lagoon 1 or Sludge Lagoon 3 by the milestone completion dates for these items (as extended, if applicable) shall be **five hundred dollars (\$500.00) for each calendar day**, continuing to the time at which the work is completed. Such amounts are cumulative, and are the actual cash values agreed upon as the loss to the City resulting from the default of the Contractor.

The undersigned represents and warrants that he/she has examined the location of the proposed work and is familiar with the conditions at the place where the work is to be done. The undersigned further represents that he/she has reviewed and understands the Plans, Special Provisions, and other contract documents, and the undersigned is satisfied with all conditions for the performance of the work.

The undersigned has carefully checked all of the above figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

This proposal shall not be withdrawn for the time periods specified in Section 3-2 of the City of Sacramento Standard Specifications for award of contract to respective low bidders. This proposal is submitted in accordance with Chapter 3 60 of the Sacramento City Code and Sections 1, 2, and 3 of the City of Sacramento Standard Specifications.

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

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

\$ 18,600.00 not less than ten (10) percent of amount bid.

- CERTIFIED CHECK
- MONEY ORDER
- CASHIERS'S CHECK
- BID BOND


CONTRACTOR

Addendum No. 1 _____ American Process Group Inc.

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

By: 
(Signature)

Title: President

Address: 602 NE 3rd Avenue Suite F
Camas, WA 98607

Telephone No. (866) 960-1480

(Federal Tax ID # or Social Security #)
Under penalty of perjury, I certify that the Taxpayer Identification Number and all other information provided here are correct.

98-0445155

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

Expiration date _____ Representations made herein are true and correct under penalty of perjury.

As of January 20, 2006, all requirements were met to obtain the California Contractors License (Class A General Engineering Contractor). At this time American Process Group Inc. PN: ZK11 is awaiting the Contractors License Number from the California Contractors State License Board.

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this contract will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
2. Establishing a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this contract, employees will be expected to:
 - a. Abide by the terms of the statement
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
 - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation, or business was performing work within three years of the date of my signature below

EXCEPTION:

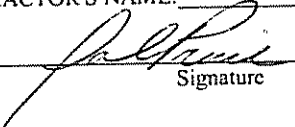
Date	Violation Type	Place of Occurrence
If additional space is required use back of this form		

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

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: American Process Goup Inc.

BY:  Signature President Title Date: February 27, 2006

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

FM 681 7/10/90

MINIMUM QUALIFICATIONS QUESTIONNAIRE

Sacramento City Code section 3.60.020 authorizes the Sacramento City Council to adopt standard minimum qualifications for bidders on competitively bid public works construction projects, and requires, among other provisions, that a bidder meet such minimum qualifications at the time of bid opening to be considered responsible. On June 8, 2004, the City Council adopted Resolution No. **CC2004-433**, establishing these standard minimum qualifications. Pursuant to City Code section 3.60.020, a bidder failing to meet these minimum qualifications at the time of bid opening shall not be considered a responsible bidder.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. **C2004-433** by completing all of the questions contained in this questionnaire. If a bidder answers "yes" to any single question, fails to submit a fully completed questionnaire, or submits false information, this will result in a determination that the minimum qualifications are not met, and the bidder shall not be considered a responsible bidder for purposes of bidding on this contract. If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must separately meet these minimum qualifications for the Joint Venture to be considered a responsible bidder.

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

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

QUESTIONNAIRE

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

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

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

Class A General Engineering Contractor - Awaiting License Number from California Contractors Board

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?
- Yes No
3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?
- Yes No
4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?
- Yes No
5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?
- Yes No

Answer either subsection A or B, as applicable:

- A. Your firm has completed three or more **government** construction contracts **in Sacramento County** within the last five years: Within those five years, has your firm **been assessed** liquidated damages on three or more **government construction** contracts **in Sacramento County** for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging the assessment of liquidated damages on a government contract within the last five years, you need not include that contract in responding to this question.

Yes No Not applicable

OR

- B. Your firm has not completed at least three government construction contracts in Sacramento County within the last five years: Within the last three years, has your firm been assessed liquidated damages on three or more government construction contracts for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging an assessment of liquidated damages on a government contract within the last three years, you need not include that contract in responding to this question.

Yes No Not applicable

7. In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.

Yes No

Has CAL OSHA assessed a total of three or more penalties against your firm for any "serious" or "willful" violation occurring on construction projects performed in Sacramento County at any time within the last three years?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

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

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

Yes No

OR

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

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

N = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)

EH = total hours worked by all employees during the calendar year

200,000 = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

Yes No

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

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

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

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

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

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

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

NOTE: If there is a pending administrative or court action appealing a withholding or penalty assessment, you need not include that withholding or penalty assessment in responding to this question.

Yes No

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

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

VERIFICATION AND SIGNATURE

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

Signed at, on Spruce Grove, AB on February 27, 2006
(Location) (Date)

Signature: 

Print Name: John Prince

Title: President

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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

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

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed. The provisions apply only to those employee(s) actually working on the City contract and only for the actual amount of time the employee(s) spend working on such contract.

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

DEFINITIONS

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

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

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

**NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

American Process Group Inc.

Name of Contractor

602 NE 3rd Avenue Suite F, Camas, WA 98607

Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3.54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$25,000 in total value.
4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

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

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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

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

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

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

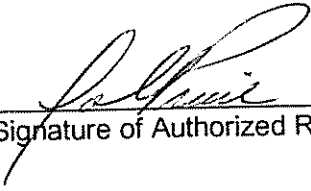
6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties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

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

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

**NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**

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



Signature of Authorized Representative

February 27, 2006

Date

John Prince

Print Name

President

Title

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE



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

On Feb 27, 2006 (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for PN 2K11 (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3.54).

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

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

The included employee benefits are:

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

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

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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

You May . . .

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

City of Sacramento
Contract Services Unit
921 10th St., Room 402
Sacramento, CA 95814-2714

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



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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

The included employee benefits are:

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

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

You May . . .

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

City of Sacramento
Contract Services Unit
921 10th St., Room 402
Sacramento, CA 95814-2714
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

March 1, 2006

City Clerk
Historic City Hall
915 I Street
Sacramento, CA



**American
Process
Group
Inc.**

RE: E A Fairbairn WTP Sludge Dewatering. PN: ZK 11

Thank you for the opportunity to provide The City of Sacramento with a proposal for the E A Fairbairn WTP Sludge Dewatering project.

American Process Group is on the forefront of residuals management technology, providing services in dredging, dewatering, digester cleaning, and sludge hauling and disposal in both mobile operations and fixed facilities. Our horizontal decanter centrifuges, high volume dredges and pumping systems are all state of the art with advance control systems to help optimize production, giving the best possible value to our clients.

The principals of our firm have a combined 25 years of experience in the residuals management industry and our operations personnel have an additional combined 25 years experience. Please check out our website at www.amprocessgroup.com for more information on our company.

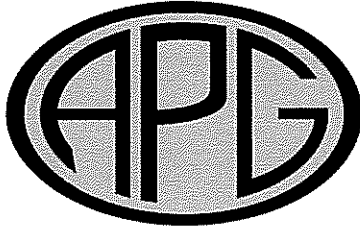
We welcome the opportunity to work with The City of Sacramento and look forward to hearing from you to further discuss this project. Please feel free to contact me at the number below at your convenience should you have any questions.

Sincerely,

John Prince
President

**Dredging Dewatering Digester Cleaning Disposal
All your Residuals Management Needs**

Suite 207
95 McLeod Avenue
Spruce Grove, Alberta
T7X 2Z6 Canada
Toll Free: 866-960-1480
Phone: 780-960-1480
Fax: 780-960-1484



**American
Process
Group Inc.**

Suite #207
95 McLeod Avenue
Spruce Grove, Alberta
T7X 2Z6 Canada
Phone: 866-960-1480
Fax: 780-960-1484

March 1, 2006

**Project # 06-017
E A Fairbairn Sludge Dewatering
Bid No. PN : ZK11**

Scope of Work

The scope of work for this project is to provide pumping and dewatering for the three sludge lagoons at the E A Fairbairn Water Treatment Plant (EAFWTP) for the City of Sacramento, California. Disposal of the dewatered solids will be the responsibility of the owner.

Process Description – Digester Material Pump & Dewater

APG plans to remove the material from the sludge lagoon with a submersible, high volume pump. Water will be added to slurry the material so that it is pumpable. Once the level is drawn down to where it is safe, a Hose Person will enter the basin to better slurry the material and wash it to the pump using a high-pressure nozzle.

The slurry will transport through a 6-inch pipe and will discharge into a holding tank. The tank will serve as a process buffer between the pumping and the dewatering to allow for optimization of both. The holding tank is agitated to keep the slurry consistent. The slurry will be drawn from the holding tank and pumped to the centrifuge via variable frequency drive (VFD) driven feed pump at 190 – 300 gallons per minute. The variable frequency drive allows for regulated speed control of the feed pump and therefore variable pumping rate to the centrifuge. Each centrifuge has its own feed pump to allow for process optimization of each centrifuge individually.

The polymer makedown system allows for the mixing and hydration of the polymer flocculent that will be used to aid the separation process. The hydrated and aged polymer is metered using VFD driven positive displacement pump. The VFD permits the precise flow regulation of the polymer so that the correct dose is added for optimal separation while minimizing waste.

The slurry and polymer flow will both be measured using magnetic flow meters and the polymer will be added to the slurry with a static in-line mixer to blend the two. The polymerized slurry will then be injected into the centrifuge where the separation will take place.



The centrifuge has two main elements, a bowl that provides the mechanical separation and a scroll conveyor inside the bowl that augers the solids portion to the solids discharge end of the machine. The scroll conveyor is coupled through a planetary gearbox to the backdrive motor. The bowl motor and backdrive motor are both VFD driven. For the bowl this means that the amount of separation force, or “G” force is controllable by varying the bowl speed. Varying the backdrive speed controls how quickly the material is augered out of the bowl, which is used to achieve a balance of optimum cake dryness and polymer dosage.

All of American Process Group’s centrifuges are controlled with an industry leading, in-house developed control system. This system incorporates all functions of the centrifuge and intelligently controls pumping rates of slurry and polymer, backdrive motor speed and other process elements based on operator input. With this system, APG can maximize centrifuge throughput, cake dryness, and capture while minimizing polymer dosage.

The cake or solids portion will then drop onto a belt conveyor and be conveyed into awaiting trucks. The centrate or liquid portion will exit out the opposite end of the centrifuge and will drain by gravity into a tank. It will then be pumped to an area specified by the plant.

Process Description – Sludge Lagoon Cleaning

The cleaning of the sludge lagoon will occur while the pumping & dewatering operation is progressing. Once the Hose Person is inside the basin he/she will wash the material to the pump.

Schedule & Personnel On-Site

Based on our estimates the project will require 13 to 15 days of processing to remove 627 dry tons of material from the lagoons. Additional days include 1 days of mobilization, and 1 days of demobilization for a total of 17 workdays.

American Process Group proposes to operate 24 hours per day, 6 days per week. This will break down to two shifts. The shifts will consist of one Centrifuge Technician, one Pump Technician, and one Hose Person. The day shift Centrifuge Technician will act as APG’s project manager, being the representative to the plant and will be available 24 hours per day by phone.



Safety & Environmental

Safety is of great concern to American Process Group. All personnel are trained in First Aid, H₂S Alive, WHMIS, and Confined Space Entry & Rescue. We comply with the latest OSHA safety standards as well as the workers compensation board and any other local jurisdictions in place where the work will be performed.

For digester tank entry, APG will follow its confined space entry policy, which complies with all safety standards. SCBA air packs will be available in the event of an emergency. A 4-gas monitor will be used by the safety watch to monitor the air quality inside the digester. The Electrical building will contain a fire extinguisher and a first aid kit will be kept in the on site office. While on site, all personnel will wear proper Personal Protective Equipment including steel toe boots, hardhat, and safety glasses with side shields. All personnel will also be in constant, two-way radio contact with the dewatering site crew.

The holding tank will have a high level alarm with a light to indicate to the dewatering personnel and to the pump operator that the tank is full.

Power Requirements

American Process Group requires a 300-Ampere, 480 Volt, 60 Hz service. This proposal does not include the cost of a portable generator and fuel as the bid documents state that E A Fairbairn WTP will supply power.

Water Requirements

American Process Group will require water at 200 USGPM, 50 psi for washing the material to the pump and make down of polymer, etc. It is understood that water is available on site and will be provided by the plant.

Equipment

The following equipment will be provided and operated by American Process Group to execute the project.

- One (1) Horizontal Decanter Centrifuge
- One (1) Electrical Distribution Building with Advanced Centrifuge Control Technology
- One (1) Centrifugal Slurry Feed Pump
- One (1) Positive Displacement Polymer Injection Pump
- One (1) Centrifugal Centrate Discharge Pump

Residuals Management

Digester Cleaning * Lake Remediation * Dewatering * Dredging * Disposal * Lagoon Cleaning * Pumping



One (1) Polymer Makedown System
One (1) Static In-Line Mixer
One (1) Agitated Holding Tank
One (1) Centrate Tank
One (1) 6-inch High Volume Digester Pumping System
One (1) 3-inch Magnetic Flowmeter
One (1) 2-inch Magnetic Flowmeter
One (1) Moisture Analyzer
One (1) Horizontal Conveyor
One (1) Stacking Conveyor
One (1) Digester Pumping System
Two (2) Dump Trucks
500-feet 6-inch pipe
One (1) Full Equipped Tool Crib
Safety Equipment

Pricing Information

See bid sheet for pricing.

Bid Terms, Taxes and Currency

One Half of Mobilization/Demobilization invoiced upon commissioning of project, and is due net 15 days of receipt.

Processing is invoiced monthly and is due net 30 days.

Any Applicable Local, State or Federal Taxes are not included in this quotation.

This response is priced in US Dollars.

Standby

Standby charges will be invoiced at \$350.00 per hour. This would include any process interruptions that are not the fault of American Process Group, caused by The City of Sacramento or any other contractors.



Executive Management Team Experience

Mr. John Prince - President

John has over 15 years experience in the digester cleaning, dredging and dewatering industry. The majority of this experience was achieved while working at Trimax Residuals Management, Inc. where John quickly progressed through the operations ranks. And upon his departure from Trimax, he held the position of Senior Project Manager which he held for 4 years. In his years of service he has managed or operated at more than 45 digester cleaning and dewatering projects and more than 50 dredging and dewatering projects.

As John has managed a large number of digester cleaning projects, including transportation and disposal (both landfill and land application), he has vast knowledge in project execution as well as dealing with government on all levels and in different geographical areas for land application permits and the like. He is well versed on safety (e.g. confined space entry & rescue, OSHA) and environment (e.g. permitting, spill response).

Mr. Doug Van der Veen, P.Eng.- Vice President

Doug is a graduate Professional Engineer from the University of Alberta. He has over 9 years of experience in the dredging and dewatering industry. He also gained the majority of his experience working for Trimax Residuals Management, Inc. Doug was originally responsible for all electrical power and control systems for the centrifuges and ancillary equipment, including extensive research and development of advanced centrifuge control systems. He progressed to being involved in and eventually responsible for all aspects of equipment design and maintenance including mechanical and process for both mobile applications and fixed dewatering facilities. He also has operation experience on a variety of projects.

Mr. Bryan Carroll – Business Development

Bryan has 13 years of experience in the wastewater residuals industry developing dredging, dewatering, transportation, and beneficial reuse projects for municipal and industrial by-products. Bryan previously worked for Trimax Residuals Management providing dewatering and lagoon dredging services as well a beneficial reuse company in Oregon that focused on the beneficial reuse of municipal and industrial by-products through land application.

Operation Team Experience

APG Operation personnel have a minimum of 5 years experience in pumping and dewatering all different types of material on a variety of digester cleaning projects. Our



pump operators are adept at pumping high feed solids materials and are superior at moving consistent slurry, which makes it easier to optimize the dewatering process. Our centrifuge process technicians are skilled at maintaining the highest quality product, maximizing production while maintaining high cake dryness and desired polymer dosage.

References

Company References:

City of Bardstown Sewage Lagoon Dredge & Dewater 2005
Bardstown, Kentucky

This project was to dredge, dewater, transport and dispose of 570 dry ton of sewage sludge from two of the City's wastewater treatment plant lagoons. APG was awarded an extension, which brought the total to 1140 dry ton.

Contact: Mr. Jerry L. Riley
Chief Operator, Wastewater Treatment Plant
Phone: (502) 348-6723

City of High Point Alum Lagoon Dredge & Dewater 2005
High Point, North Carolina

This project was to dredge and dewater 1400 dry tons of alum sludge from the City's water treatment plant lagoon. APG was awarded an extension, which brought the total to 3500 dry tons from two lagoons.

Contact: Mr. Ronald K. (Ken) Newnam
Solids Superintendent
Phone: (336) 883-3659

City of Greensboro Alum Lagoon Dredge & Dewater 2005
Greensboro, North Carolina

This project was to dredge, dewater, and transport 1200 dry tons of alum sludge from one of the City's water treatment plant lagoons.

Contact: Mr. O. Kelly Patton
Operations & Treatment Superintendent
Water Supply Division
Phone: (336) 373-7530

Georgia-Pacific Camas Mill ASB Dredge & Dewater 2005
Camas, Washington

This project was to dredge and dewater 22,000 dry tons of sludge from the North and South ASBs at the Camas Mill. Due to cost savings, APG was awarded an Extension of an additional 1300 dry ton to remove under this scope. The project completed ahead of schedule.

Contact: Mr. Phil Caldwell
Process Leader Camas Mill
Phone: (360) 834-8116



Exceptions & Clarifications

1. American Process Group has based this proposal on the General Prevailing Wage labor rates obtained from the Director of Industrial Relations pursuant to California Labor Code. Should the City require that APG pay wages or dues differing from this, the City of Sacramento will be required to pay the difference in rates.
2. American Process Group is not responsible for any costs associated with the inspection of the interior or exterior of the sludge lagoons, or any costs for repairs or upgrades to the lagoons or associated piping.
3. The city is responsible for the disposal of all dewatered material.
4. This proposal is valid for 90 days from March 1, 2006.

Thank you very much for allowing American Process Group to submit a proposal for the E A Fairbairn Water Treatment Plant Sludge Dewatering project. We look forward to forming a successful relationship with The City of Sacramento. Please feel free to contact us at your convenience to discuss further.

Sincerely Yours,

A handwritten signature in cursive script, appearing to read 'John Prince', is written over a faint, larger version of the same signature.

John Prince
President