

PROFESSIONAL SERVICES CONTRACT
BETWEEN
TRANSMISSION AGENCY OF NORTHERN CALIFORNIA AND
_____ **[contractor]**
FOR AUDIT SERVICES
APRIL __, 2019

This contract by and between the Transmission Agency of Northern California (hereinafter "Agency"), and _____ (hereinafter "Contractor"), sets forth the terms and conditions under which the Contractor will provide the services described herein. The Agency and the Contractor agree as follows:

1. Scope of Services

Contractor, for and in consideration of the payment to be made to it as hereinafter provided, hereby agrees to furnish all labor, material, and equipment necessary or required for the work described as Transmission Agency of Northern California Audit Services, in strict conformity with the terms and conditions of this contract. The [Proposal submitted by the Contractor, Contractor's clarification letter[s] dated [Date] and [Date] and the terms, conditions, and Scope of Services, included in Request For Proposal No.19-01, [and Addendum No[s]. 1, 2, , X] are hereby incorporated as a part of this contract by reference, to the same extent as if they were fully set forth herein.

The Agency is interested only in the results to be achieved by Contractor hereunder. The Agency has no interest in the manner or method Contractor may employ to accomplish the results to be achieved by Contractor hereunder, which shall be left to the sole and exclusive direction and control of Contractor provided that such manner and method conforms with the standards for performance set forth in this Agreement and with all laws, rules and/or regulations applicable to the performance of such services.

2. Term of Agreement

The term of this agreement shall be from April 1, 2019 through March 30, 2021, with an option to extend the term through March 30, 2023, unless changed by mutual written agreement of the contracting parties

3. Contract Management

The Contractor shall report to and receive work assignments from the Agency Contract Manager.

4. Notice to Proceed

- A. The Contractor shall not commence work hereunder until issued written Notice to Proceed from the Contract Manager which shall be issued at the earliest practical date after execution of the Contract documents and acceptance of any required bonds, certifications, affidavits and evidence of insurance. Contractor shall, upon receipt of Notice to Proceed commence, with diligence, performance of Contract work.
- B. If the scope of services set forth in Section 1 of this agreement is of a recurring nature, the Contractor shall provide the Contract Manager with no less than twenty-four (24) hours advance notice of the commencement of any services provided hereunder.

- C. All material and aspects of services provided hereunder shall be subject to inspection, examination and testing by the Contract Manager, or his/her designee, at any time during the term of this agreement. The Contractor shall provide and maintain proper facilities and safe access for such inspections or testing. Should tests prove the material or services in question are defective or inadequate, the cost of the tests shall be borne by and charged to the Contractor.
- D. The Contract Manager or his/her designee shall have the right to reject defective material and services provided hereunder. Rejected services shall be corrected and rejected material shall be replaced with proper material, to the satisfaction of the Contract Manager and without charge to the Agency. The Contractor shall promptly segregate and remove any rejected material. If the Contractor fails to proceed at once with the replacement of rejected material or the correction of defective services, the Agency may, at its sole discretion, replace such material or correct such services, the charges and cost thereof are to be borne and charged to the Contractor.

5. Personnel

All Contractor personnel assigned to this contract shall be approved by the Agency prior to their assignment to contract activities. The Contractor shall confirm that the technical qualifications of all personnel assigned to this contract meet the applicable industry standards. The qualifications standards and procedures used to provide personnel to perform required services under this agreement shall be made available for Agency review upon request. The Contractor shall ensure that, to the extent within his control, the personnel approved will remain on the project for the full term of the assigned task.

6. Performance Standards

Services shall be performed in accordance with the terms of this contract, applicable laws and regulations, existing licenses, Agency procedures and quality assurance standards, and industry technical guidelines. Work in progress, deliverables, and finished products will be reviewed by the Agency for completeness, compliance with required standards, and responsiveness to contract requirements.

The Contractor warrants that the services provided hereunder shall conform with the highest standard of care and practice appropriate to the nature of the technical and professional services rendered, that the personnel furnishing said services shall be qualified and competent to perform the services assigned to them, and that the recommendations, guidance, and performance of such personnel shall reflect their best professional knowledge and judgment, but makes no other warranty, express or implied. The Contractor shall be required to correct, at its own cost and expense, all deficiencies in the performance of the contract services which are detected within one year from the date of completion of the defective service.

7. Contract Price And Commercial Terms

The Agency will compensate the Contractor as follows:

- A. The total compensation due to Contractor under the terms of this Agreement shall not exceed \$_____ for all work performed pursuant hereunder. Said compensation shall constitute the Agency's maximum financial obligation under this agreement, any expenditures in excess of the amount set forth above shall not be reimbursed by the Agency and shall be deemed to have been incurred at Contractor's sole expense.

B. The Agency will compensate the Contractor at the rate(s) set forth in Appendix A.

8. Manner and Time of Payment

The Contractor shall submit monthly invoices in duplicate to the Agency.

Each copy of the invoice shall include records that support all recoverable costs.

All invoices shall be mailed or delivered to:

Ruth Yee, Mail Stop K109
Transmission Agency of Northern California
6100 Folsom Blvd.
Sacramento, CA 95819

9. Administrative Data

The following administrative data pertains to this contract:

Contract Manager and Administrator:

Ruth Yee, Assistant Controller (916) 732-5199

10. Indemnification, Insurance

A. Indemnification of TANC. To the fullest extent permitted by law, Contractor will unconditionally protect, indemnify, hold harmless, and defend (with counsel reasonably acceptable to TANC) TANC, and its past, present and future commissioners, officers, representatives, agents, and employees (each, a "TANC Party"), from and against any and all losses, damages, claims, liabilities, judgments, actions, settlements, lawsuits, fines, levies, assessments, penalties, interest, costs and expense (including without limitation, reasonable attorneys' and other professionals' fees, expert witness fees, and other costs and expenses in connection with any claim, action, suit or proceeding brought against TANC or a TANC Party) which TANC or any TANC Party may incur, suffer, or become liable for, attributable to, arising out of, or in any way related to:

- i. Any breach of any representation, warranty, or obligation under this Agreement by Contractor or any of Contractor's Representatives;
- ii. Any acts or omissions of Contractor or of any of Contractor's Representatives
- iii. Any claim that any of Contractor's Representatives is an employee of TANC for any purpose, including but not limited to the provision of benefits.

TANC may satisfy such indemnification (in whole or in part) by way of set off against any payment due to Contractor. The indemnification set forth in this section shall survive the termination of this Agreement.

Insurance. Without limiting any of the other obligations or liabilities of Contractor, Contractor shall provide and maintain insurance coverage in accordance with requirements established in the [Insurance Requirements Form](#).

11. Applicable Law

This Agreement shall be governed, construed and interpreted solely by and under the laws of the State of California without regard to conflict of laws provisions. In the event of litigation or disputes arising out of or in any way related to the performance of this Agreement, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Sacramento County, California and shall comply with all requirements necessary to give such Court jurisdiction.

12. Assignment

The Contractor shall not assign this contract or any monies due or to become due to him hereunder without the written consent of the Agency.

13. Changes

The Agency may initiate changes to the general scope and the general and special conditions of this contract as circumstances dictate. Changes which affect price, performance, schedule, warranties, or other significant items will be equitably adjusted by mutual agreement prior to the implementation of the change. All changes to this agreement shall be in writing and signed by the duly authorized representative of the parties hereto.

14. Force Majeure

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party.

15. Termination

The Agency may terminate this agreement in whole or in part at any time at will, by giving written notice upon termination. In the event the Agency terminates the agreement, the Agency shall pay to the Contractor all personnel costs and recoverable costs incurred in the performance of such services, plus all reasonable costs incurred as a result of such termination. However, the Contractor agrees to waive any claim for damage, including loss of anticipated profit resulting from contract termination.

16. Discharge and Cancellation of Tasks and Services

The Agency may, at its sole discretion, discharge Contractor from performing any particular task or service to be provided or performed under the terms of this agreement, in whole or in part, upon giving Contractor written notice of such discharge. The Agency may also, at its sole discretion, cancel any task or service, in whole or in part, that has been assigned to Contractor to be performed under the terms of this Agreement upon giving Contractor written notice of such cancellation. The Agency agrees to pay the Contractor all personnel costs and other similar recoverable costs incurred in the performance of such services prior to notice of discharge or cancellation as set forth herein. The Contractor agrees to waive all claims for damage including, but not limited to, incidental and consequential damages such as loss of anticipated profit resulting from such discharge, discontinuance and/or modification as provided herein.

17. Assigned Personnel

Notwithstanding any other provision of this agreement to the contrary, the Agency reserves the right in its sole discretion, upon giving notice thereof to Contractor, to discontinue and terminate the services, in whole or in part, of any individual assigned to perform services under this agreement by

Contractor or its agents. Contractor shall have the right, subject to the terms and conditions of this agreement, to provide suitable replacement personnel.

18. Security

Access to the Agency's facilities to examine the Agency's documents is controlled in accordance with specific site requirements. The Contractor's personnel must comply with the Agency and SMUD's security requirements and guidelines.

19. Independent Contractor

It is understood that the Contractor is an Independent Contractor. Contractor's employees assigned to perform work under this agreement are and shall at all times hereunder remain the employees of the Contractor and not employees of TANC for any purpose. Contractor shall be fully and solely responsible for the management and compensation of said employees, including but not limited to the hiring, discipline and discharge of employees; establishment and assignment of appropriate wage rates, establishment and provision of employee benefits, (i.e., health, dental, retirement, vacation, paid holidays, and sick leave) direction and supervision of work performance and employee training. Contractor is responsible for any and all other obligations which an employer may have to its employees, including, but not limited to, payroll functions, withholding and payment of state and federal income tax, worker's compensation insurance, social security, unemployment compensation insurance and disability insurance costs. Under certain circumstances, the Agency may be required by law to file a form 1099 with the appropriate state and federal agencies.

Contractor agrees, at its sole cost and expense, to indemnify, defend, and hold harmless the Agency from and against any and all liability, cost, damage, loss or expense arising from any claim that Contractor and/or any of Contractor's employees are employees of the Agency for any purpose or to any extent and/or that Contractor did not fulfill any of its obligations as the employer of said employees, including, but not limited to, the payment of wages and overtime; the provision of employee benefits; the withholding and payment of federal, state and/or local payroll taxes as applicable; withholding and payments of social security taxes on behalf of Contractor's employees; payment of unemployment and disability insurance; payment for and provision of Worker's Compensation benefits; and etc.

20. Franchise Tax

The Agency shall withhold an amount equal to seven percent (7%) from payments made pursuant to the terms and conditions of this contract as set forth herein, to all independent contractors who are not residents of the State of California and who have not received an exemption from this requirement from the California Franchise Tax Board. This requirement applies to all contractors performing personal services in California, for which the Agency pays in excess of fifteen hundred dollars (\$ 1,500.00) annually. California Franchise Tax Form 590 is provided as Appendix C.

(Ref. Cal. Rev. & Tax. Code §§ 18662, 18668)

21. Equal Employment Opportunity

The Contractor shall not discriminate against any employee or applicant for employment contrary to the provisions of applicable state and/or federal antidiscrimination laws. Contractor shall ensure that this requirement is applied to applicants and employees in actions including, but not limited to employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising,

layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships.

22. Asbestos Notification

Numerous SMUD buildings were constructed with some asbestos-containing components. An asbestos information sheet is provided as the [Asbestos Notification](#) Appendix to this Agreement, which shall be provided to all of Contractor's Representatives performing work within such SMUD buildings.

23. Safety Program

The personal safety and health of the general public, TANC staff, Contractor and Contractor's Representatives is of paramount importance. Contractor certifies to TANC that Contractor has:

A. An effective Injury and Illness Prevention Program, which meets the requirements of all applicable laws and regulations, including but not limited to, California Labor Code Section 6401.7; (This section does not apply if Contractor does not perform any work under this Agreement within the State of California) and

B. Contractor agrees it is fully responsible for the acts and omissions of Contractor's Representatives; and

C. Contractor will immediately notify the TANC Contract Manager of any OSHA reportable accident occurring on/in SMUD premises, facilities or work sites.

24. Compliance with Laws, Permits and Licenses

The Contractor, its subcontractors, and employees shall keep themselves fully informed of and in compliance with all laws, ordinances and regulations that may affect employees performing work, related to the materials used in the work, or in any way affecting the execution of any work performed hereunder. Contractor shall also keep itself informed of and in compliance with all orders and decrees of bodies or tribunals having any jurisdiction or authority over the job site or the work. All permits and licenses required and/or necessary for Contractor's performance hereunder shall be the responsibility of the Contractor. The Contractor shall pay all permit fees, license fees, and any other costs incurred to meet compliance with the terms thereof, and shall give all necessary notices incident to the due and lawful prosecution of work whether such permits or licenses are obtained by the Agency or by the Contractor. These costs include any incurred due to requirements imposed by any agency as a result of the Contractor's operations or Contractor's failure to otherwise meet the requirements of the permits or licenses. A copy of all required permits and licenses obtained by the Contractor shall be provided to the Contract Manager immediately after issuance.

25. Incorporation

All appendices, exhibits and attachments referenced above are hereby incorporated herein by this reference.

26. Entire Agreement

This Agreement, together with any and all appendices, exhibits and/or attachments attached hereto and any amendments, modifications, change orders, addendum and/or any other documents attached hereto and incorporated herein constitutes the entire agreement between the parties hereto and no

changes, alterations, or modifications hereof shall be effective unless made in writing and signed by duly authorized representatives of both parties to this Agreement.

ACCEPTED FOR THE
TRANSMISSION AGENCY OF NORTHERN CALIFORNIA

By: _____

Name: Bryan Greiss _____

Title: General Manager _____

Date: _____

ACCEPTED FOR
[CONTRACTOR NAME]

By: _____

Name: _____

Title: _____

Date: _____

- Appendix A - Contractor's Rate Schedule
- Appendix B - Insurance Requirements Form
- Appendix C - Asbestos Notification
- Appendix D - California Franchise Tax Board, Form 590

APPENDIX A

CONTRACTOR'S RATE SCHEDULE

SAMPLE

SAMPLE

APPENDIX B

INSURANCE REQUIREMENTS, TANC FORM

SAMPLE

INSURANCE REQUIREMENTS

TYPE OF COVERAGE	MINIMUM COVERAGE LIMITS		
Commercial General Liability (CGL) ISO form CG 0001 10 93, or other form acceptable to Agency	Bodily Injury, Property Damage Or Combined Single Limit (CSL)	Occurrence <u>\$1,000,000</u> <u>\$1,000,000</u>	Aggregate <u>\$1,000,000</u> <u>\$1,000,000</u>
Business Automobile Liability (BAL) Including coverage for claims arising from ownership, operation, loading and unloading of owned, hired, leased, non-owned, and /or borrowed private passenger and commercial vehicles.	Bodily Injury, Property Damage Or Combined Single Limit (CSL)	Individual <u>\$1,000,000</u> <u>\$1,000,000</u>	Accident <u>\$1,000,000</u> <u>\$1,000,000</u>
Environmental Impairment Liability (EIL) Including coverage for claims arising from handling, abatement, and transport of pollutants including asbestos and lead paint.	Bodily Injury, Property Damage Or Combined Single Limit (CSL)	Occurrence \$0 \$0	Aggregate \$0 \$0
Aircraft Liability Including passengers.	Bodily Injury, Property Damage Or Combined Single Limit (CSL)	Occurrence \$0 \$0	Aggregate \$0 \$0
Professional Errors and Omissions Liability (E&O)	BI, PD, Financial Losses Or Combined Single Limit (CSL)	Each Claim <u>\$10,000,000</u> <u>\$10,000,000</u>	Aggregate <u>\$10,000,000</u> <u>\$10,000,000</u>
California Statutory Workers' Compensation Including Employer's Liability (and United States Longshoremen & Harborworkers, where applicable)	Bodily Injury and Illness Or Combined Single Limit (CSL)	Employee <u>\$1,000,000</u> <u>\$1,000,000</u>	Aggregate <u>\$1,000,000</u> <u>\$1,000,000</u>
Crime or Fidelity Coverage Including fraud, theft, dishonesty and disappearance.	Financial Loss	Each Claim \$0	Aggregate \$0
Fiduciary Including fraud, theft, dishonesty and disappearance.	Financial Loss	Each Claim <u>N/A</u>	Aggregate <u>N/A</u>

Insurance required above shall be primary as respects the Agency (TANC), its directors, officers, representatives, agents and employees, respectively, and any other insurance effected or procured by TANC shall be excess of and shall not contribute with the required insurance. These policies, with the exception of Workers' Compensation, Employer's Liability, and E&O coverages, shall name TANC, its directors, officers, agents, representatives, and employees as additional insureds as respects work performed pursuant to or incidental to this contract (including coverage for products and completed operations hazards*) except for active negligence of Agency in public works construction contracts (Cal Ins Code §11580.04). **ISO form CG 2010 11/85, or other form acceptable to Agency, shall be used. Use of ISO forms CG 2010 10/93 or any version of CG 2009 are *not* acceptable.** Severability of interests (cross liability) and waiver of subrogation clauses shall be included. Pursuant to the terms of this contract, insurance effected or procured by Contractor shall not reduce or limit Contractor's obligation to indemnify and defend TANC for claims made or suits brought which result from, or in connection with, the performance of this contract. These coverages, when written on an occurrence form, shall be maintained during the entire term of the contract. Coverages written on a claims-made form, and all E&O and EIL coverages, shall be maintained during the entire term of the contract and further until one year following completion and acceptance of all work under the contract. CGL insurance and additional insured endorsements providing products/completed operations coverage shall be maintained for at least one year following completion and acceptance of all physical work under the contract.* Insurers shall be rated A- / VII or better by A.M. Best, or shall be otherwise acceptable to TANC. Insurers need not be Admitted by the State of California.

The Contractor's broker or agent shall provide copies of policies and endorsements upon request, and before commencing work under this contract, provide a certificate of insurance verifying that at least the minimum insurance coverages required above are in effect. Certificate must disclose any self-insured retention of \$250,000 or more. Certificate must specify whether the liability coverages are written on an occurrence form or a claims-made form, and that the coverages will not be canceled or changed without thirty (30) days advance written notice to:

TRANSMISSION AGENCY OF NORTHERN CALIFORNIA
P. O. BOX 15830
SACRAMENTO, CA 95852-1830
ATTENTION: _____/MS B204

*Unless Agency determines that products/completed operations hazards do not exist.

SAMPLE

APPENDIX C

ASBESTOS NOTIFICATION SCHEDULE

APPENDIX ASBESTOS NOTIFICATION - 2013

Sacramento Municipal Utility District (SMUD) is required to give notice to employees and contractors working at any District facility that has asbestos-containing construction materials, pursuant to the Asbestos Notification Law (California Health & Safety Code 25915 et seq., and in particular 25915.1). **Be aware that this list only includes material tested and found to contain asbestos material. Material not tested may contain asbestos. Asbestos inspection and testing is required prior to performing demolition, renovation, retrofit or remodeling in any facility constructed prior to 1981.**

LOCATION OF ASBESTOS

Headquarters Building:

- * Above the ceiling of the first floor (auditorium) and throughout the remainder of the building as troweled-on fireproofing material on decking and structural members;
- * Floor tiles (various sizes; 9-inchx9-inch; 12-inch x12-inch), and mastics;
- * Mechanical/electrical equipment;
- * Throughout the building (behind the walls, in equipment rooms and auditorium ceiling) in tank and pipe insulation;
- * Insulation on electrical wire;
- * Materials inside door frames;
- * Caulking on HVAC ducts; and
- * HVAC and piping insulation.

Corporation Yard:

- * HVAC and piping insulation within the D/S Building;
- * Hot water piping insulation in Building F - Transportation Shop;
- * Floor tile and mastic Building F - Transportation Shop – Break Room;
- * Mastic under floor tile - second floor of Building I – Warehouse; and
- * Pre-Fab Shop linoleum on restroom floor.

Energy Management Center

- * Arc chutes on some circuit-breakers.

Substations:

- * Rancho Seco switchyard building in floor tile and mastic
- * Arc chutes on some breakers – potentially all sub-stations
- * Elverta and Hurley in floor tile and adhesive and presumed asbestos containing materials (PACM) in all sub-stations;
- * Elverta ceiling tile and mastic and PACM in all sub-stations;
- * Mid-city sub in pipe insulation and PACM in all sub-stations;
- * Hedge sub station floor tile and mastic and PACM in all sub-stations
- * Manholes, switchboards, control and protection panels - Wire insulation in all sub-stations;
- * Some bus bar filler material in all sub-stations;
- * North city - transite on roof and inside walls and PACM in all sub-stations;
- * Outer paint cover on oil filled pipe from North City to Station A.
- * All substations, build prior to 1981, may contain asbestos containing floor tile

Fresh Pond:

- * Floor tiles and mastic
- * Transite panel – east side of north end bldg. exterior
- * Spray-on mastic finish, overhead above sidewalk of Adm. Bldg near front offices

Camp Far West

- * Pipe insulation on cooling water pipe;
- * Pipe insulation on mezzanine level behind battery room insulation

Union Valley

- * Pipe insulation
- * Bus bar bolt filler material
- * Fire-stop sealant on electrical cables
- * White material in PCB500

Loon Lake

- * Diesel generator exhaust piping
- * Insulation on HVAC duct
- * Black & White pipe wrap material
- * Fire-stop sealant on electrical cables

Jaybird

- * Wiring insulation
- * Pipe insulation
- * Fire-stop sealant on electrical cables

Fresh Pond (continued):

White Rock

- * Fire-stop sealant on electrical cables
- * Arc chutes in breakers
- * Black pipe wrap material

Camino

- * Handle insulation
- * Bus bar bolt filler material
- * Fire-stop sealant on electrical cables
- * Breaker #310 arc chutes
- * Breaker #320 arc chutes

Jones Fork

- * Brake shoes

Ice House

- * Gray Roofing fish water valve house

Robbs Peak

- * Bus bar bolt filler material
- * Roof mastic (around equipment hatches)
- * Serpentine road rock at valve house
- * Arc chutes/breakers
- * Fire-stop sealant on electrical cables

McClellan Gas Turbine

- * Turbine unit door gasket

Rancho Seco:

- *Some cable, wire coverings in the Turbine Building and yard areas;
- *NSEB, Other Buildings, until tested; *Fire-stop material in the Auxiliary and Turbine Buildings.

SPECIAL NOTICE

Attention all employees assigned work at military bases (active or inactive) within the SMUD service area. Prior to performing any work, precautionary measures shall be taken to prevent possible exposure to asbestos fibers. The use of asbestos containing building materials (i.e., wall board, ceilings, floor tile, sprayed-on acoustical ceilings, mastics, roofing materials, insulation or other building materials) is presumed to contain asbestos until confirmed by an accredited NVLAP analytical laboratory. If you encounter building materials that need to be removed prior to performing your work, please contact Workforce Health and Safety at 916 732-5253 to have EH&S Specialist obtain samples of the materials and have them analyzed properly.

POTENTIAL HEALTH RISKS OF ASBESTOS EXPOSURE:

Asbestos becomes a health hazard only when fibers are released into the air where they may be inhaled or ingested. Asbestos does not present a hazard if it is not disturbed, if it is properly covered, or if the fibers are bound, as in floor tiles or "transite" boards.

Certain risk factors are relevant to the development of asbestos-related diseases, such as: the number, concentration and size of the asbestos fibers inhaled or ingested; the duration of the exposure and the length of time since exposure and susceptibility to disease development. If not properly controlled, asbestos may cause scarring of lung tissue (called asbestosis), cancer of the chest cavity lining (called mesothelioma), or lung cancer. Studies show the relationship between asbestos exposure and disease development has involved groups of workers who were heavily exposed to asbestos in occupational activities; that an extremely low incidence of disease is expected in populations with low levels of exposure; and that asbestos concentrations in buildings with asbestos might not differ significantly from concentrations found in the outside air in many urban environments. Although exact risk assessment is difficult, experts are in agreement that exposure to airborne asbestos fibers should be minimized to the lowest feasible levels.

ASBESTOS MANAGEMENT PROGRAM:

An Asbestos Operations and Maintenance Plan is in effect to insure proper warning labels and to periodically inspect and document the condition of the asbestos containing material and to make repairs, if necessary. Air samples taken in the Headquarters Building in 2009 indicated no asbestos above EPA clearance levels.

DO NOT DISTURB THE ASBESTOS:

Moving, drilling, boring, sanding or otherwise disturbing any asbestos-containing materials or PACM may present a health risk and, consequently, shall not be attempted by anyone who is not qualified, equipped to handle asbestos, or does not have a valid Asbestos Work Permit from Workforce Health & Safety Services. Should you become aware that asbestos materials have been disturbed or if you have questions, please call Ken Groves, Supervisor, Facilities Management (916) 732-7060 or David Payette, Workforce Health & Safety Services at (916) 732-6332.

/s/ Ken Groves _____ Date: February 13, 2013
Ken Groves, Supervisor
General Services – Facilities

/s/ Dave Payette _____ Date: February 13, 2013
Dave Payette, CIH, CSP
Occupational Health Program Manager
Workforce Health & Safety Services

APPENDIX D

CALIFORNIA FRANCHISE TAX BOARD, FORM 590