

XIII. Exhibits

EXHIBIT "A"
A. BID FORM

RFB NO. 25-26-18

**Project: ANNUAL CONTRACT FOR REMOVAL, REPLACEMENT, AND DISPOSAL OF SULFATREAT 156
MEDIA AT THE VISALIA WATER RECLAMATION FACILITY**

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 25-26-18 dated: 10/22/2025, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Instructions to BIDDERS, and the contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that all prices bid include all appurtenant expenses, taxes, royalties and fees. All bids will be checked for accuracy. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

BIDDER hereby agrees to execute a contract within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, said Purchasing Division may proceed to award the contract to others.

BIDDER agrees to commence the work on the start date agreed between BIDDER and Project Manager, only after the contract is fully executed and Notice to Proceed has been issued.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

Bid Award shall be based on the Total Bid Price. The quantities given on the Bid Proposal form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on the Bid Form.

In the case of discrepancy in amounts bid, unit pricing shall prevail over extended amounts.

Annual Contract for Removal, Replacement, and Disposal of Sulfatreat 156 Media at the Visalia Water Reclamation Facility	Per Service Trip <i>Includes all costs for labor, equipment, materials, transport, sampling, analysis, and vessel purging as specified)</i>
Remove and Replace sulfa treat 156 media in two (2) H ₂ S vessels (including sampling and analysis and purging of vessels before opening and again after loading as specified. The City will furnish Sulfatreat media, foam filter, and mesh screen)	<u>\$ 36,739.44</u>
Hauling and Disposal of non-hazardous spent media from two (2) H ₂ s vessels. <i>(Includes landfill weight ticket, and disposal fee to Tulare County Landfill)</i>	<u>\$ 17,021.52</u>
TOTAL BID PRICE (Base Service)	<u>\$ 53,760.96</u>

(1) GrayMar Environmental Services, LLC
Bidding Firm

(2) Limited Liability Company
Corporation, Partner, Joint Venture

(3) 100 Springdale Road, Suite A3, Box #302 Cherry Hill NJ 08003
Business Address City State Zip Code

509-770-4456

Telephone Number

Fax Number

MGray@graymarenv.com

E-mail Address

(4)  10/22/2025
Signature of Authorized Person (Date)

Michael S. Gray CEO / President

Type or Print Authorized Person's Name

PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE

(1) If the BIDDER is an individual, enter name here in style used in business; if a joint venture, exact name of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation.

(2) If BIDDER is other than an individual, identify here its character, i.e., joint venture, partnership, corporation, including the state of incorporation. If BIDDER is an individual operating under a trade name, state "an individual dba (trade name in full)".

(3) State on this line, the address to which all communications and notices regarding the Bid Proposal, and any contract awarded thereunder, are to be addressed.

(4) If BIDDER is a joint venture, signature must be by one of the joint venturers, and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where BIDDER is a partnership or corporation, the names of all other general partners, or the president or secretary of the corporation and their business addresses must be shown below.

Limited Liability Company - See Above

Note: All names must be typewritten under written signature. All Addresses must be complete with street number, city, state and zip code.

BIDDING CONTRACTOR'S LICENSE INFORMATION:

STATE CONTRACTOR'S LIC. CLASS: A Haz # 1080066 **EXP. DATE:** 04/30/2027

STATE D.I.R. REGISTRATION # PW-LR-1001044337

FEDERAL TAX I.D. # 82-2778003

CITY OF VISALIA BUSINESS TAX CERTIFICATE # _____ (A City Business Tax Certificate (license) is not required to submit a bid; however, vendor is required to obtain a City License prior to commencement of work or if vendor is presently transacting business within the City of Visalia, regardless of whether the business address is actually located within the City. Contact the business License Division for clarification of questions at 559-713-4326.

CONTRACTOR'S REFERENCES: The following are the names, addresses, and telephone numbers for at least three (3) agencies for which BIDDER has performed work similar in size and scope within the past two (2) years. (adjust according to project)

REFERENCE 1

NAME OF AGENCY: Bureau of Land Management **CONTACT PERSON:** Sterling White

AGENCY ADDRESS: 1201 Bird Center, Palm Springs, CA 92262 **PHONE #:** (951) 966-9841

REFERENCE 2

NAME OF AGENCY: City of Banning **CONTACT PERSON:** Jason Smith

AGENCY ADDRESS: 99 E. Ramsey St, Banning CA 92220 **PHONE #:** (915) 922-3260

REFERENCE 3

NAME OF AGENCY: City of Onatrio - Fire Dept. **CONTACT PERSON:** Michael Wedell

AGENCY ADDRESS: 303 E. B Street, Ontario, CA 91764 **PHONE #:** (909) 395-2539

Bidding Agency: GrayMar Environmental Services, LLC

DESIGNATION OF SURETIES

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom BIDDER intends to procure insurance.

Lockton Companies, LLC - CA license #0F15767
COMPANY NAME: DBA Lockton Insurance Brokers, LLC in CA **TYPE OF INSURANCE:** Commercial General Liability
8110 E Union Ave., Ste. 100 Automobile Liability
ADDRESS: Denver CO 80237 TELEPHONE# 303-414-6000 Workers Compensation & Employers Liability
Pollution & Professional Liability

COMPANY NAME: _____ **TYPE OF INSURANCE:** _____
ADDRESS: _____ **TELEPHONE#** _____

COMPANY NAME: _____ **TYPE OF INSURANCE:** _____
ADDRESS: _____ **TELEPHONE#** _____

SUBCONTRACTOR LISTING

BIDDING AGENCY: GrayMar Environmental Services, LLC

The undersigned hereby designates below for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the of the total bid. All work not listed below shall be performed by the undersigned BIDDER. It is understood that the BIDDER, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated without the approval of the Project Manager.

SUBCONTRACTOR INFORMATION & TRADE CLASSIFICATION (CIRCLE ALL THAT APPLY)

1.	Subcontractor Name: OST Trucks and Cranes, INC	Performing <u>5</u> % of project work	Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineers Painters Pile Drivers Pipe Trades Plasterers Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other: <u>Crane</u>
Business Address: PO BOX 237 , Ventura CA 93002						
Email Address: Maggy@ostcranes.com						
CSLB # 402528		Expires: 03/21/2027				
DIR Registration # 1000003949						
2.	Subcontractor Name:	Performing _____ % of project work	Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineers Painters Pile Drivers Pipe Trades Plasterers Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other: _____
Business Address:						
Email Address:						
CSLB #		Expires:				
DIR Registration #						
3.	Subcontractor Name:	Performing _____ % of project work	Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineers Painters Pile Drivers Pipe Trades Plasterers Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other: _____
Business Address:						
Email Address:						
CSLB #		Expires:				
DIR Registration #						

If more space is needed to list additional subcontractor and trade classifications, please list remaining subcontractors on a separate sheet of paper (providing all of the requested information for each subcontractor) and submit with Bid.

**B. CERTIFICATIONS, AFFIDAVITS, ASSURANCES, STATEMENTS, WAIVERS, AND
QUESTIONNAIRES WHICH MUST ACCOMPANY BID FORM**

Submit with Proposal

EXHIBIT "B-1"

B-1 BIDDER'S STATEMENT ON PREVIOUS CONTRACTS

**SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
(EXECUTIVE ORDER 11426)**

The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has _____ has not _____ participated in a previous contract subject to the Equal Employment Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

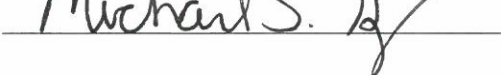
The BIDDER has _____ has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subBIDDERS will be awarded prior to award of subcontracts.

If the BIDDER has participated in previous contracts subject to the Equal Employment Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I" prior to award of the contract.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

Company: GrayMar Environmental Services, LLC

Business Address: 100 Springdale Road, Suite A3, Box #302, Cherry Hill, NJ 08003

Signature: 

Name of Signing Official: Michael S. Gray

Title of Signing Official: CEO / President

Date: 10/15/2025

Company Seal:

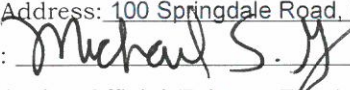
EXHIBIT "B-2"**B-2 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE****(EXECUTIVE ORDER 11246)**Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.
4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company Name: GrayMar Environmental Services, LLC

Business Address: 100 Springdale Road, Suite A3, Box #302, Cherry Hill, NJ 08003

Signature:  Date: 10/15/2025

Name of Signing Official (Print or Type): Michael S. Gray

Title of Signing Official: CEO / President Company Seal:

RFB NO. 25-26-18

REMOVAL, REPLACEMENT, AND DISPOSAL OF SULFATREAT 156 MEDIA AT THE VISALIA WATER RECLAMATION FACILITY

EXHIBIT "B-3"**B-3 CERTIFICATE OF NONSEGREGATED FACILITIES****(BIDDERS/SUBCONTRACTORS)**

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORS for specific time periods) it will:
 - (a) Obtain identical certifications from proposed SUBCONTRACTORS before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;
 - (b) Retain such certifications in its files; and
 - (c) Forward this certification and the following notice to the proposed SUBCONTRACTORS:

**NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: GrayMar Environmental Services, LLC

Business Address: 100 Springdale Road, Suite A3, Box #302, Cherry Hill, NJ 08003

Signature: Michael S. Gray Date: 10/15/2025

Name of Signing Official (Print or Type) : Michael S. Gray

Title of Signing Official: CEO / President Company Seal:

EXHIBIT "B-4"**B-4 NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA)
) ss
 CITY OF VISALIA)

GrayMar Environmental Services, LLC, being first duly sworn, deposes and says that he or she is Michael Gray of 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 of 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.

Company: GrayMar Environmental Services, LLC
 Business Address: 100 Springdale Road, Suite A3, Box #302, Cherry Hill, NJ 08003
 Signature: Michael S. Gray
 Name of Signing Official: Michael S. Gray
 Title of Signing Official: CEO / President
 Date: 10/15/2025

Company Seal:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

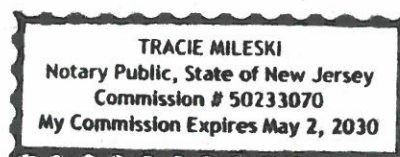
State of California NJ
 County of Gloucester

On this 15 day of October before me, Tracie Mileski, a Notary Public, personally appeared Michael Gray, 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 Tracie Mileski (Seal)



RFB NO. 25-26-18

REMOVAL, REPLACEMENT, AND DISPOSAL OF SULFATREAT 156 MEDIA AT THE VISALIA WATER RECLAMATION FACILITY

B-5 WORKERS' COMPENSATION INSURANCE CERTIFICATE

(CALIF. LABOR CODE § 3700)

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

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

Company: GrayMar Environmental Services, LLC

Business Address: 100 Springdale Road, Suite A3, Box #302, Cherry Hill, NJ 08003

Signature: 

Name of Signing Official: Michael S. Gray

Title of Signing Official: CEO / President

Date: 10/15/2025

Company Seal:

EXHIBIT B-6**B-6 CERTIFICATION OF ANTI-KICKBACK COMPLIANCE CERTIFICATE****(48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 8741; and 40 U.S.C. (c))**

By submission of a Bid, the BIDDER certifies that neither it nor any of its employees has performed or participated in any prohibited actions, as defined in that provision, relating to the award of the Contract. By commencing performance of the Contract work, the selected BIDDER certifies to Anti-Kickback Compliance.

Company: GrayMar Environmental Services, LLC

Business Address: 100 Springdale Road, Suite A3, Box #302, Cherry Hill, NJ 08003

Signature: 

Name of Signing Official: Michael S. Gray

Title of Signing Official: CEO / President

Date: 10/15/2025

Company Seal:

EXHIBIT B-7**B-7 AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE**

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: GrayMar Environmental Services, LLC

Business Address: 100 Springdale Road, Suite A3, Box #302, Cherry Hill, NJ 08003

Signature: 

Name of Signing Official: Michael S. Gray

Title of Signing Official: CEO / President

Date: 10/15/2025

Company Seal:

EXHIBIT "B-7"**B-7 OWNERSHIP DISCLOSURE AND CALIFORNIA LEVINE ACT STATEMENT**

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/ Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

GrayMar Environmental Services, LLC

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

100 Springdale Road, Suite A3, Box #302, Cherry Hill, NJ 08003

Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Michael S. Gray, CEO / President - 50%

Kelly Ottmar, COO - 50%

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also known as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than \$250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members,

https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?
YES: _____ NO: ✓ If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name

Date of Contribution(s)

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

GrayMar Environmental Services, LLC

Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company


EXHIBIT B-8

STATE OF CALIFORNIA

B-8 DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.12-93)

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME GrayMar Environmental Services, LLC	FEDERAL ID NUMBER 82-2778003
BY(Authorized Signature) 	DATE EXECUTED 10/22/2025
PRINTED NAME AND TITLE OF PERSON SIGNING Michael S. Gray	TELEPHONE NUMBER (Include Area Code) (509) 770-4456
TITLE CEO / President	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS 100 Springdale Road, Suite A3, Box #302, Cherry Hill, NJ 08003	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until TBD (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

RFB NO. 25-26-18

REMOVAL, REPLACEMENT, AND DISPOSAL OF SULFATREAT 156 MEDIA AT THE VISALIA WATER RECLAMATION FACILITY

B-9 IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 et seq.)
(Complete and submit with response)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- ☒ The Contractor is not:
- (1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (2) A financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ The City has exempted the Consultants from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,00 over the life of the contract (up to 5 years).

Signature: Michael S. Gray Printed Name: Michael S. Gray
Title: CEO / President Agency Name: GrayMar Environmental Services, LLC
Date: 10/22/2025

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.



City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291 (559)713-4334
purchasing@visalia.gov

CITY OF VISALIA, CA
REQUEST FOR BID (RFB) No.25-26-18

**ANNUAL CONTRACT FOR
REMOVAL, REPLACEMENT, AND DISPOSAL OF SULFATREAT 156 MEDIA AT
THE VISALIA WATER RECLAMATION FACILITY**

ADDENDUM NO. 1

Issued: October 13, 2025

Submittals Due: **Thursday, October 23, 2025, at 3:00 P.M. (PST)**

Addendum is being issued to provide responses to questions that have been submitted regarding this project and additional information. This addendum becomes part of the RFB-25-26-18 document and must be signed and submitted with bid.

ITEM 1: QUESTIONS/RESPONSES

1. Do you require original "wet ink" signatures, or will electronic copies of original signatures be acceptable?
Response: Electronic signatures are acceptable for bid submittals, provided it is from an authorized person to submit bids on behalf of the bidding agency. A wet signature will be required from the awarded vendor for the contract.
2. Is the corporate seal required on the documents?
Response: The company seal should be used if there is one, but it is not required.
3. Must the Non-Collusion Affidavit be notarized?
Response: It does not have to be notarized if it is signed by the person who is authorized to submit bids on behalf of the bidding agency.
4. How much volume of nitrogen will be needed?
Response: A 6-pack of 300 cu ft. cylinders should be enough.
5. How hard has the material been in the past?
Response: Soft enough to shovel
6. Who will be providing the crane to load the material?
Response: The awarded contractor will be responsible for providing a crane if using one.
7. If media needs to dry out, can it be stored at WRF or does it have to be stored offsite?
Response: It can be stored at the WRF in a location designated by the City Project Manager.
8. Can we offer an alternative product, such as activated carbon media, instead of Sulfatreat 156 Media?
Response: No. The City has an existing contract for the supply of Sulfatreat 156 Media. Alternative

Removal, Replacement and Disposal of Sulfatreat 156At the Visalia Water Reclamation Facility

products or suppliers for the media are not being accepted. This RFB is strictly for the removal, installation (using City-provided media), and disposal services.

9. What is the expected or estimated start date for this project?

Response: We anticipate the next changeout in January 2026.

10. How much time is provided for completion from the start of the project?

Response: 5 days for the removal and replacement. 4-6 weeks for drying, testing and disposal. This can be flexible since weather conditions will alter the drying timeline.

11. Will both filters per trip be available for service at once or one at a time?

Response: Both will be available at once.

12. After purging the system with nitrogen, we would like to fill the vessels with water, allow the spent media to soak for a period of time and then drain the water prior to removing the media. From previous experience, wetting the media helps to prevent igniting during removal. We would like to confirm if this is possible. We would also like to confirm if the City has a way/process to dispose of the water used to soak the media?

Response: We would need to see a detailed plan for how the contractor intends to perform this action in a way that doesn't make a mess. They would also need to directly drain the water to a catch basin that's a couple hundred feet away.

- See attachment 3 of this addendum for the marked location of the catch basin on a the yard piping plans.

13. Will the designated drying area for the spent media allow for the draining of excess water, while stored in bags? The water draining from the media can contain iron that can cause staining on the ground.

Response: Yes, there is a designated area for this.

14. Where does the Contractor load the spent media?

Response: The contractor will load the spent media into any suitable container that they provide for transportation to the drying area. Previous contractors have provided their own empty super sacks.

15. Will the City be responsible for ordering/supplying the foam pads for each media change out or should that be included in our pricing?

Response: The City will be providing the foam pads for each media change out.

16. Will the city be providing a copy of the sign in sheet?

Response:

- See attachment 1 to this addendum: sign in sheet from pre-bid meeting of 10/8/25
- See attachment 2 to this addendum which is the sign in sheet from the CANCELLED previous advertised bid, RFB-25-26-09 Remove, Replace and Disposal of Activated Carbon Media (which was cancelled to make changes to the specifications and reflect a more accurate type of media).

17. What is the name of Incumbent provider and current pricing contract; Annual value of the contract

Response: The current provider is Carbon Activated Corp. The contract is a 1 year Not to Exceed amount of \$65,000. Pricing as follows:

- Removal of 36,000 lbs. spent media from two vessels then loading of 16 super sacks per vessel: \$43,807
- Purging of vessels before opening and again after loading: \$1,500 (price covers both vessels)
- Disposal as non-hazardous at landfill is \$17,500

18. Are vessels coated on the inside?
Response: No, they are stainless steel.
19. How often is the media removed from the vessels?
Response: We have 4 vessels total and we change out 2 vessels annually, so the material is generally in the vessel for a 2 year period.
20. What ppm entering?
Response: Entering around 400ppm. Exiting it is under 10 when the engines are running. When engines are not running it is under 2.
21. Does the city have chutes?
Response: No
22. Does the City have any internal specifications for the vessels?
I've made an inquiry with the skid manufacturer but have not gotten a response.
23. Is the contractor to replace the pad and screens?
Response: Yes
24. What if the screens need repair?
Response: Notify the City immediately.
25. Will the City isolate the other vessels?
Response: Yes, City will block the valves.
26. Is there any specification for the gasket?
Qty 4 — Gasket-5710 (24", Top Manways)
Black Buna-N (Nitrile), single-piece, full-face for rolled flanges
ID: 24-1/4" | OD: 28" | Thickness: 1/4"
Bolt holes: (28) × 9/16", evenly spaced
Bolt circle diameter (BCD): 26-1/2"

Qty 4 — Gasket-5722 (36", Side Manways)
Black Buna-N (Nitrile), single-piece, full-face for rolled flanges
ID: 36-1/4" | OD: 41" | Thickness: 1/4"
Bolt holes: (36) × 9/16", evenly spaced
Bolt circle diameter (BCD): 38-3/4"
27. The emptied material is to be placed in a City designated area?
Response: Yes, City will designate.
28. Does the City's permit or require purging with water?
Response: Yes
29. How large is the manway?
Top Manway is 24"
Bottom Manway is 36"
30. Is all water recycled?
Response: Yes
31. How long has this work normally taken in the past?
Response: 3 days for both vessels

32. If the Contractor needs use of a tractor is there one available for use?

Response: If the Contractor needs use of a tractor, the Contractor is responsible for supplying it.

33. Have your past Contractors used scaffolding in the past?

Response: No, normally the Contractors have used a lift.

34. May the Contractor use portable scaffolding for this work?

Response: Contractor may use portable scaffolding if that is their preferred method.

Attachments Included:

Attachment 1 Sign in sheet from non-mandatory meeting of 10/8/25

Attachment 2 Sign in sheet from RFB-25-26-09 on 9/4/25 (this bid cancelled due to needed changes)

Attachment 3 Catch basin location on piping yard plans

END OF ADDENDUM NO. 1

/s/ Purchasing Division
(559) 713-4334

RESPONDENT to sign and submit with PROPOSAL

Firm: GrayMar Environmental Services, LLC Date: 10/22/2025

By: Michael S. Gray
Bidder's Signature



City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291 (559)713-4334
purchasing@visalia.gov

CITY OF VISALIA, CA
REQUEST FOR BID (RFB) No.25-26-18

**ANNUAL CONTRACT FOR
REMOVAL, REPLACEMENT, AND DISPOSAL OF SULFATREAT 156 MEDIA AT
THE VISALIA WATER RECLAMATION FACILITY**

ADDENDUM NO. 2

Issued: October 16, 2025

Submittals Due: **Thursday, October 23, 2025, at 3:00 P.M. (PST)**

Addendum is being issued to provide updated prevailing wage rates for this project. This addendum becomes part of the RFB-25-26-18 document and must be signed and submitted with bid.

ITEM 1: QUESTIONS/RESPONSES

1. The prevailing wage included with this RFB have changed since the original bid posting date. Attached are the updated prevailing wage rates to be included with this RFB.

END OF ADDENDUM NO. 1

/s/ Purchasing Division
(559) 713-4334

RESPONDENT to sign and submit with PROPOSAL

Firm: GrayMar Environmental Services, LLC Date: 10/22/2025

By: *Michael S. Gray*
Bidder's Signature

Removal, Replacement and Disposal of Sulfatreat 156
At the Visalia Water Reclamation Facility

CITY OF VISALIA – RFB No. 25-26-18

Removal, Replacement, and Disposal of Sulfatreat 156 Media at the Visalia Reclamation Facility

October 23, 2025



A Full Service, Value-Added Environmental Service Provider



Prepared For:

City of Visalia
Purchasing Department
707 W. Acequia Avenue
Visalia, CA 93291
Tel: (559) 713-4334
Email: Purchasing@visalia.city

Submitted By:

Jacob Farias / Business Development Manager
GrayMar Environmental Services, LLC
6610 Cherry Avenue
Bakersfield, CA 93314
Mobile: (661) 995-7142
Email: JFarias@graymarenv.com



October 23, 2025
City of Visalia
Purchasing Division
Attn: Purchasing Officer
707 W. Acequia Avenue
Visalia, CA 93291

Subject: Proposal for Removal, Replacement & Disposal of Sulfatreat 156 Media – RFB 25-26-18

Dear Purchasing Officer,

GrayMar Environmental Services, Inc. is pleased to submit this proposal to perform the removal, replacement, and disposal of Sulfatreat 156 media at the City of Visalia Water Reclamation Facility. Our company has extensive experience providing safe, compliant, and efficient media change-outs and waste management services for municipal water treatment facilities throughout California.

We understand the importance of confined-space safety, hydrogen sulfide control, and pyrophoric material management. Our personnel are fully trained and certified under Cal/OSHA and HAZWOPER standards. GrayMar maintains a proven track record of completing similar work at facilities across the region on time, within scope, and without incident.

We appreciate the opportunity to be considered and look forward to working closely with the City to support this project. Should you have any questions, please contact me directly at (509 770-4456 or via email at MGray@graymarenv.com.

Sincerely,

A handwritten signature in blue ink that reads "Michael S. Gray".

Michael Gray
CEO/President
GrayMar Environmental Services, LLC
601 S. Pioneer Way, F#218, Moses Lake, WA 98837
www.graymarenv.com
cc: Jacob (Jake) Farias, GrayMar Environmental Services, LLC

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CITY OF VISALIA

GrayMar is a leading provider of environmental and industrial services across the Western United States, recognized for its innovative solutions, exceptional customer service, and strong, lasting client partnerships. Leveraging our vast experience, we offer customized solutions specifically designed to meet the unique needs of our industrial clients. Our comprehensive service offerings provide seamless, end-to-end support tailored to our clients' needs. This includes thorough initial waste assessments to evaluate clients' facilities and waste streams, the design of customized waste management programs, close collaboration during implementation, and ongoing monitoring to track, analyze, and optimize performance. By integrating these solutions, we empower our clients to enhance efficiency, ensure compliance, and reach their sustainability goals.

GrayMar was founded and incorporated in August 2017 in Moses Lake, Washington, by Michael Gray and Kelly Ottmar. With over 75 years of combined experience, they set a high standard for knowledge, quality, and performance in each branch, ensuring consistency across all locations.

Since our inception, we have experienced steady growth, expanding to seventeen service branch locations across the Western United States, soon to be more. Each branch is thoughtfully designed to uphold the standards of our national contracts with Union Pacific (UP) and Burlington Northern Santa Fe (BNSF). These rigorous requirements have shaped GrayMar into a trusted and respected leader.

Our team is comprised of highly skilled professionals who serve as a single point of contact for all of our customers' waste management needs. We offer a wide range of waste and recycling services, including general trash, traditional recyclables, medical waste, universal waste, industrial solids, industrial liquids, hazardous waste, and other specialized waste streams. Through strategic partnerships, we ensure our customers' needs are not only met, but consistently exceeded. With our expertise and strong operational support, we provide turn-key solutions that efficiently and effectively address every aspect of our customers' waste management requirements.

Principal Officers

Michael Gray, CEO (Signatory)

Kelly Ottmar, COO

Contacts

Program Contact:

Jacob Farias, Business Development Manager

Mobile: (661) 995-7145

Email: JFarias@graymarenv.com

- GrayMar Environmental Services, LLC a Limited Liability Partnership
- 75+ years of combined management experience
- 400 full-time professionals
- 17 service locations across the Western United States
- Fully Licensed and permitted
- Fully Insured
 - Liability \$2M/\$4M
 - Excess (pollution) \$12M/\$14M
 - WC \$1M
 - Auto \$1M

Services We Provide

We understand that environmental issues can be complex and time-consuming, and we strive to make the process as easy and stress-free as possible. GrayMar's team utilizes a unique combination of advanced technical capabilities and field implementation expertise to mitigate risk, reduce costs, and complete the project safely. Our team works closely with our clients to understand their specific needs and goals. We utilize best practices to ensure that our services are effective, reliable, and environmentally responsible.

GRAYMAR SPECIALIZES IN PROVIDING COMPREHENSIVE SERVICES INCLUDING:

Environmental Services



Vacuum Services

Confined Space Entry
 Above-Ground Tank Cleaning
 Underground Tank Cleaning
 Acid and Caustic Neutralization
 Hydro Blasting
 Dredging

Water Filtration
 Water Processing
 Dewatering
 Pressure Washing
 Project Management
 Railcar and Intermodal Cleaning

Waste Handling



Waste Transportation & Disposal
 Hazardous/Non-Hazardous Waste
 Characterization & Profiling
 InSite Services

Bulk & Container Packaging
 Labpacking
 Manifesting & Labeling
 Reduce, Reuse, & Recycling

Remediation Services



Petroleum Contaminated
 Soil Removal
 Ground Water and Soil Sampling
 Water Filtration

Neutralization Services
 Material Processing
 Site Decontamination
 Site Demolition

24/7/365 Emergency Response



GrayMar provides rapid and well-coordinated emergency response services 24 hours a day, 7 days a week. We support our clients with spill management, performing complex cleanup efforts for all hazardous and non-hazardous environmental responses.

Fixed Facility Releases
 Waterway Booming & Recovery
 Natural Disaster Response
 High-Level Decontamination

Excavation
 Leaking & Abandoned Containers
 Chemical & Hazardous
 Material Spills

Oil & Diesel Spills
 Pipeline Spills
 Acid & Caustic Neutralization

SAFETY FIRST - ALWAYS

The GrayMar Environmental management team has a rich history in building top notch safety programs and cultures. GrayMar understands the importance of safety on every project and is committed to the specific needs of every situation. Our safety management practices govern the overall implementation of every project we perform, and ultimately its success, and ensure that all aspects of health and safety are meticulously implemented.

GrayMar has a highly qualified in-house Health and Safety team that ensures all employees are initially trained upon their onboarding as a GrayMar team member, undergo continuous training to maintain and expand their certifications, and track and mentor all employees safety knowledge and practices.

GrayMar has exceptional health and safety resources to support all team members that includes regular mandatory training, online written and video resources, detailed work plans and Job Safety-Hazard Analysis' (JHAs), and monthly safety briefings.

All GrayMar employees have **Stop Work Authority**. Specific procedures have been established to ensure that all employees understand the importance of not performing a job task if it cannot be performed safely and in accordance with appropriate standards.

Stop Work Authority Procedures training is given during the new hire safety orientation before initial assignment to any job task. All employees not only have the authority to stop work when control of a health, safety, or environment hazard or risk is not clearly established or understood, they have an obligation to stop work.

After a stop work intervention has been initiated and closed, a supervisory review is completed. Once all safety issues have been resolved in a timely manner at the job site to the satisfaction of all persons concerned, work will resume. When needed, additional investigation and corrective actions required to identify and address root causes will be completed. Each situation will be utilized to providing a learning tool for developing improved training and establish new safety procedures.

GrayMar maintains an ISN A+ rating and an EMR rate of 0.77.

Components of our Onsite Safety Program include (but are not limited to):

- | | |
|---|--|
| ✓ Risk Assessment and Hazard Identification | ✓ Medical Surveillance |
| ✓ Emergency Response Procedures | ✓ Incident Reporting and Investigation |
| ✓ Training and Certification | ✓ Safety Committees and Employee Involvement |
| ✓ Personal Protective Equipment (PPE) | ✓ Regulatory Compliance |
| ✓ Safe Work Practices | ✓ Continuous Improvement |
| ✓ Equipment Safety | ✓ Contractor and Subcontractor Safety Management |
| ✓ Communication Protocols | ✓ Community Outreach and Communication |



GrayMar has the resources and the knowledge to provide turn-key services including profiling, lab packing, manifesting, hauling, and disposal of materials. We will also provide sufficient quantities and appropriately sized containers.

GrayMar, at its core, is an emergency response company. Our forte is managing multiple concurrent projects simultaneously across our network of seventeen service branch offices in the Western United States. Our firm distinguishes itself by ensuring that all employees – are certified and capable of being deployed to meet all of our customers' demands and needs. Last year alone, GrayMar completed 6,000 emergency response callouts and they did not impact our ability to deliver exceptional services to our routinely scheduled customers.

GrayMar's ultimate goal is to keep our Customers safe and free of hazardous waste resulting from various situations, both routine and emergency. GrayMar is recognized as one of the leading emergency and routine response providers in the Western United States. Our services span a wide range of incidents, from handling minor issues like leaking drums to major events such as train derailments and tank car breaches and cleanups of varying sizes. With our extensive experience, GrayMar successfully completes thousands of environmental emergency response and routine service projects for customers, including cities and counties across the Western United States.

GrayMar currently employs 400 full-time staff members. Our growth model is designed to consistently meet the evolving needs of our clients. Our hiring process is highly proactive, identifying both immediate and future requirements and addressing them with top-tier talent. The management team takes a strategic approach to recruitment, selecting high-quality candidates who align with GrayMar's culture and prioritize client service, safety, and quality.

The personnel at all of our branch locations have extensive experience in both emergency and non-emergency response, site cleanup, and the disposal of hazardous, non-hazardous, and biological materials, as required by the various HAZMAT contracts we manage. This hands-on expertise equips our teams with a deep understanding of what is necessary to effectively meet the needs of each of our Customers.