

**CUPERTINO SANITARY DISTRICT
SANITARY BOARD MEETING
WEDNESDAY, FEBRUARY 1, 2023**

AGENDA

The meeting will be held at 7:00 p.m. via teleconference [call 1 (866) 899 - 4679 Conference Access Code: 251566821] and anyone interested may also call in. The District Office at 20863 Stevens Creek Blvd, Suite 100, Cupertino is closed.

1. ROLL CALL

2. AB 361

The Board of Directors makes the following findings required by AB 361 in order to continue holding meetings by teleconferencing electronically: (1) the March 4, 2020 Governor's Proclamation of a State of Emergency is still in effect, (2) the California Department of Public Health and the County Health Officer continue to encourage social distancing and strongly recommend that all people wear masks in all indoor public spaces, and (3) due to room capacity limitations, meeting in person would present imminent risks to the health or safety of attendees.

3. PUBLIC COMMENTS

This portion of the meeting is reserved for persons desiring to address the board on any matter not on the agenda. Speakers are limited to three (3) minutes.

All statements requiring a response will be referred to staff for further action. In most cases, state law will prohibit the board from making any decisions with respect to a matter not listed on the agenda.

4. CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
in accordance with government code section Paragraph (1) of Subdivision (d) of Section 54956.9, existing litigation. Name of Case: County Sanitation District 2-3, West Valley Sanitation District, Cupertino Sanitary District, Burbank Sanitary District and the City of Milpitas v. The City of San Jose, The City of Santa Clara and Does 1 through 50 inclusive.
- B. DISTRICT MANAGER PERFORMANCE REVIEW

5. MINUTES

- A. APPROVAL OF THE MINUTES OF JANUARY 18, 2023
- B. APPROVED MINUTES OF JANUARY 4, 2023

**CUPERTINO SANITARY DISTRICT
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6. CORRESPONDENCE

NONE

7. MEETINGS

- A. TELECONFERENCE MEETING OF THE SAN JOSE/SANTA CLARA TREATMENT PLANT TECHNICAL ADVISORY COMMITTEE (TAC) TO BE HELD ON MONDAY, FEBRUARY 6, 2023
- B. CASSE TELECONFERENCE MEETING TO BE HELD ON THURSDAY, FEBRUARY 8, 2023
- C. TELECONFERENCE MEETING OF THE SAN JOSE/SANTA CLARA TREATMENT PLANT ADVISORY COMMITTEE (TPAC) TO BE HELD ON THURSDAY, FEBRUARY 9, 2023

8. REPORTS

- A. CASSE TELECONFERENCE MEETING HELD ON THURSDAY, JANUARY 19, 2023
- B. CASA ANNUAL WINTER CONFERENCE HELD JANUARY 25-27, 2023, IN PALM SPRINGS, CA

9. UNFINISHED BUSINESS

- A. COVID-19 UPDATES

10. NEW BUSINESS

- A. WOLFE ROAD SEWER RELOCATION BIDS
- B. I-280/WOLFE ROAD SEWER RELOCATION - IMPERIUM FIRST CONSULTING AGREEMENT FOR CONTRACTOR PREVAILING WAGE COMPLIANCE SERVICES
- C. I-280/WOLFE ROAD SEWER RELOCATION - SEQUOIA ECOLOGICAL CONSULTING AGREEMENT FOR BIOLOGICAL SERVICES
- D. BOARD DIRECTOR SALARY SURVEY

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11. STAFF REPORT

- A. FUTURE DEVELOPMENT PROJECTS

12. CALENDAR ITEMS

- A. NEXT REGULAR DISTRICT BOARD MEETING IS TO BE HELD ON
WEDNESDAY, FEBRUARY 15, 2023

13. ADJOURNMENT

CUPERTINO SANITARY DISTRICT BOARD MEETING WEDNESDAY, JANUARY 18, 2023

The Sanitary Board of the Cupertino Sanitary District convened this date at 7:00 p.m. This meeting was conducted via teleconferencing in accordance with AB 361. The District office at 20863 Stevens Creek Blvd, Suite 100, Cupertino was closed.

1. ROLL CALL:

President Kwok called the meeting to order, and the following proceedings were had to wit: Roll call was taken, with the following members in attendance:

Directors present: William A. Bosworth, Angela S. Chen, Taghi S. Saadati, David A. Doyle, and Patrick S. Kwok.

Staff present: District Manager Benjamin Porter, Deputy District Manager Robert Woodhouse, and Counsel Marc Hynes.

District Consultant: Richard K. Tanaka

Public: Richard Lowenthal, Arvind Agarwal, and Yoriko Kishimoto

2. AB 361:

The Board of Directors makes the following findings required by AB 361 in order to continue holding meetings by teleconferencing electronically: (1) the March 4, 2020 Governor's Proclamation of a State of Emergency is still in effect, (2) the County of Santa Clara Health Officer announced on May 10, 2022 that COVID-19 cases are rising again to higher levels than last summer's surge and there is a rise in hospitalizations; she continues to encourage social distancing and advises people wear masks indoors, and (3) due to room capacity limitations, meeting in person would present imminent risks to the health or safety of attendees.

On a motion by Director Saadati, seconded by Director Bosworth, by a vote of 5-0-0, the Board approved.

By consensus, the Board moved agenda Item 10.A - "Proposed Cupertino Water Treatment Plant" up in the agenda to follow Agenda Item 2.

10. NEW BUSINESS:

- A. Richard Lowenthal presented a proposal to develop a water treatment facility adjacent to Blackberry Farms Golf Course. The treatment facility could treat all or a portion of the wastewater from two sewer mains that serve approximately 530 Cupertino residential connections to produce recycled water to irrigate the Blackberry Farm Golf Course, Deep Cliff Golf Course, and McClellan Ranch.

3. PUBLIC COMMENTS:

Yoriko Kishimoto, the President of Mid-Pen Open Space, who also serves on the Local Area Formation Commission (LAFCO), introduced herself to the Board.

4. CLOSED SESSION:

President Kwok adjourned the regular meeting session and opened the closed session at 7:35 p.m.

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WEDNESDAY, JANUARY 18, 2023

Manager Porter, Deputy Manager Woodhouse, and guests were excused from the closed session.

- A. Conference with legal counsel – Existing Litigation in accordance with government code section Paragraph (1) of Subdivision (d) of Section 54956.9, existing litigation. Name of Case: County Sanitation District 2-3, West Valley Sanitation District, Cupertino Sanitary District, Burbank Sanitary District, and the City of Milpitas v. The City of San Jose, The City of Santa Clara, and Does 1 through 50 inclusive.

Board action: There was no reportable action.

President Kwok adjourned the closed session at 8:01 p.m. and the regular meeting was called to order. District Manager Porter, and Deputy Manager Woodhouse rejoined the regular meeting.

5. MINUTES & BILLS:

- A. On a motion by Director Chen, seconded by Director Bosworth, by a vote of 5-0-0, the minutes of the regular meeting held on Wednesday, January 4, 2023, were approved.
- B. By consensus, the Minutes of Wednesday, December 21, 2022, are to be Noted & Filed.
- C. The Board reviewed December payable warrants and financial statements. On a motion by Director Saadati, seconded by Director Doyle, by a vote of 5-0-0, the financial statements and payment of bills for December were approved as written.
- D. The Board members will submit their January timesheets to Manager Porter.

6. CORRESPONDENCE:

- A. The Board reviewed correspondence from the County of Santa Clara Supervisor, Otto Lee – Congratulations Letters to District Board Members Taghi Saadati, Patrick Kwok, and David Doyle. They are to be Noted & Filed.

7. MEETINGS:

- A. Deputy Manager Woodhouse plans to attend the CASSE teleconference meeting to be held Thursday, January 19, 2023.
- B. Board Members and Staff plan to attend the CASA Annual Winter Conference to be held January 25-27, 2023, in Palm Springs, CA.
- C. Manager Porter plans to attend the teleconference meeting of the San Jose/Santa Clara Treatment Plant Technical Advisory Committee (TAC) to be held on Monday, February 6, 2023.
- D. President Kwok plans to attend the teleconference meeting of the San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC) to be held on Thursday, February 9, 2023.

CUPERTINO SANITARY DISTRICT BOARD MEETING
WEDNESDAY, JANUARY 18, 2023

8. REPORTS:

- A. Manager Porter reported on the teleconference meeting of the San Jose/Santa Clara Treatment Plant Technical Advisory Committee (TAC) held on Monday, January 9, 2023.
- B. Deputy Manager Woodhouse reported on the CASA Collection System Work Group held on January 11, 2023.
- C. President Kwok reported on the teleconference meeting of the San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC) held on Thursday, January 12, 2023.

9. UNFINISHED BUSINESS:

- A. District Manager Porter reported on the Covid-19 updates.

10. NEW BUSINESS:

- A. Item 10.A moved up on the agenda before public comments.
- B. The Board reviewed Installer's Agreement Closeout for The Forum Development. On a motion by Director Chen, seconded by Director Doyle, by a vote of 5-0-0, the Board approved Resolution No. 1338, Accepting The Sanitary Sewer Improvements Installed In Conjunction With Parcel Map 342 Page 54, Parcel 052, "23500 Cristo Rey Drive", Cupertino Ca 95014 More Specifically Known As The Forum At Rancho San Antonio.

11. STAFF REPORTS:

- A. Manager Porter reported on Future Development Projects.
- B. Manager Porter reported on the maintenance summary report.

12. CALENDAR ITEMS:

- A. The next regular District Board meeting is scheduled to be held on Wednesday, February 1, 2023.

13. ADJOURNMENT:

On a motion properly made and seconded, at 8: 48 p.m. the meeting was adjourned.

Secretary of the Sanitary Board

President of the Sanitary Board

CUPERTINO SANITARY DISTRICT BOARD MEETING WEDNESDAY, JANUARY 4, 2023

The Sanitary Board of the Cupertino Sanitary District convened this date at 7:00 p.m. This meeting was conducted via teleconferencing in accordance with AB 361. The District office at 20863 Stevens Creek Blvd, Suite 100, Cupertino was closed.

1. ROLL CALL:

President Kwok called the meeting to order, and the following proceedings were had to wit: Roll call was taken, with the following members in attendance:

Directors present: William A. Bosworth, Angela S. Chen, Taghi S. Saadati, David A. Doyle, and Patrick S. Kwok.

Staff present: District Manager Benjamin Porter, Deputy District Manager Robert Woodhouse, and Counsel Marc Hynes.

District Consultant: Richard K. Tanaka

Public: None

2. AB 361:

The Board of Directors makes the following findings required by AB 361 in order to continue holding meetings by teleconferencing electronically: (1) the March 4, 2020 Governor's Proclamation of a State of Emergency is still in effect, (2) the County of Santa Clara Health Officer announced on May 10, 2022 that COVID-19 cases are rising again to higher levels than last summer's surge and there is a rise in hospitalizations; she continues to encourage social distancing and advises people wear masks indoors, and (3) due to room capacity limitations, meeting in person would present imminent risks to the health or safety of attendees.

On a motion by Director Saadati, seconded by Director Doyle, by a vote of 5-0-0, the Board approved.

3. PUBLIC COMMENTS:

There were none.

4. CLOSED SESSION:

President Kwok adjourned the regular meeting session and opened the closed session at 7:02 p.m. Manager Porter, and Deputy Manager Woodhouse were excused from the closed session.

A. Conference with legal counsel – Existing Litigation in accordance with government code section Paragraph (1) of Subdivision (d) of Section 54956.9, existing litigation. Name of Case: County Sanitation District 2-3, West Valley Sanitation District, Cupertino Sanitary District, Burbank Sanitary District, and the City of Milpitas v. The City of San Jose, The City of Santa Clara, and Does 1 through 50 inclusive.

Board action: There was no reportable action.

CUPERTINO SANITARY DISTRICT BOARD MEETING
WEDNESDAY, JANUARY 4, 2023

President Kwok adjourned the closed session at 7:31 p.m. and the regular meeting was called to order. District Manager Porter, and Deputy Manager Woodhouse rejoined the regular meeting.

5. MINUTES & BILLS:

- A. On a motion by Director Saadati, seconded by Director Chen, by a vote of 3-0-1, the minutes of the regular meeting held on Wednesday, December 21, 2022, were approved. President Kwok abstained because he was not in the entire meeting due to technical issues. Due to power outages and loss of internet, Director Bosworth was not present to vote.
- B. By consensus, the Minutes of Wednesday, December 7, 2022, are to be Noted & Filed.

6. CORRESPONDENCE:

- A. The Board reviewed correspondence from the City of San Jose, titled: Third Quarter Adjustments for FY21-22 O&M and CIP Billing. It is to be Noted & Filed.

7. MEETINGS:

- A. Manager Porter plans to attend the teleconference meeting of the San Jose/Santa Clara Treatment Plant Technical Advisory Committee (TAC) to be held on Monday, January 9, 2023.
- B. Deputy Manager Woodhouse plans to attend the CASA Collection System Work Group to be held January 11, 2023.
- C. President Kwok plans to attend the teleconference meeting of the San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC) to be held on Thursday, January 12, 2023.
- D. Deputy Manager Woodhouse plans to attend the CASSE teleconference meeting to be held Thursday, January 19, 2023.

8. REPORTS:

- A. President Kwok reported on the teleconference meeting of the San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC) held on Thursday, December 8, 2022.

9. UNFINISHED BUSINESS:

- A. District Manager Porter reported on the Covid-19 updates.

10. NEW BUSINESS:

- A. The Board discussed the California Water Environment Association AC23 Annual Conference to be held April 18-21, 2023, in San Diego, CA. President Kwok introduced the agenda item indicating that he has attended the conference in previous years. Board members inquired about the costs and the benefit to the District. The conference will have a technical program and an exhibitor hall. The cost was estimated to be \$2,000 - \$3,000.

CUPERTINO SANITARY DISTRICT BOARD MEETING
WEDNESDAY, JANUARY 4, 2023

11. STAFF REPORTS:

- A. Manager Porter reported on Future Development Projects.
- B. Manager Porter reported on CASA Winter Conference updates.

12. CALENDAR ITEMS:

- A. The next regular District Board meeting is scheduled to be held on Wednesday, January 18, 2023.

13. ADJOURNMENT:

On a motion properly made and seconded, at 7: 59 p.m. the meeting was adjourned.

Secretary of the Sanitary Board

President of the Sanitary Board



Memo

Item 10A

To: Board of Directors
From: Benjamin Porter, District Manager-Engineer
Date: February 1, 2023
Re: Wolfe Road Sewer Relocation Bids

Background:

Bids for the Wolfe Road Sewer Relocation project were opened on Thursday January 26, 2023. Two bids were received with the lowest apparent bidder being Cratus Inc. A Summary of the two bids and the Engineer's estimate are provided below. The two bids were within 2% of each other, and the lowest bid was 4% lower than the Engineer's estimate.

Contractor	Bid/Estimate
Cratus, Inc.	\$6,635,182
JMB Construction	\$6,749,987
Engineer's Estimate	\$6,926,262

We will review Cratus Inc's bid package and confirm with their project references that they are a reliable contractor prior to the February 1, 2023 Board Meeting.

Recommendation:

To Award the contract to the lowest qualified bidder.

Attachment:

- 1) Bid Comparison
- 2) Cratus Inc.'s Bid Documents

Attachment 1 – Bid Comparison

Wolfe Road Sewer Relocation

Bid Summary

Agency **Cupertino Sanitary District**
 Project **Wolfe Road Sewer Relocation**
 Description
 Project Location **Cupertino, CA**

Date: **1/26/2023**

Prepared by **ED**

Item No.	Item Description	Quantity	Units	Engineer's Estimate		Cratus Inc		JMB Construction Inc	
				Unit Cost	Total	Unit Cost	Amount	Unit Cost	Amount
1	Water Pollution Control	LS	1	\$25,000.00	\$25,000.00	\$ 20,000.00	\$20,000	\$ 120,000.00	\$120,000
2	Mobilization	LS	1	\$68,576.85	\$68,576.85	\$ 200,000.00	\$200,000	\$ 300,000.00	\$300,000
3	Tree Removal	LS	1	\$30,000.00	\$30,000.00	\$ 50,000.00	\$50,000	\$ 110,000.00	\$110,000
4	Temporary Barrier (Type K)	LF	2475	\$20.00	\$49,500.00	\$ 20.00	\$49,500	\$ 60.00	\$148,500
5	Temporary Crash Cushion Module	EA	6	\$300.00	\$1,800.00	\$ 1,000.00	\$6,000	\$ 2,300.00	\$13,800
6	Construction Area Signs	LS	1	\$14,000.00	\$14,000.00	\$ 5,000.00	\$5,000	\$ 40,000.00	\$40,000
7	Portable Arrow Board	EA	8	\$7,500.00	\$60,000.00	\$ 1,000.00	\$8,000	\$ 3,000.00	\$24,000
8	Channelizer (Surface Mounted)	EA	214	\$50.00	\$10,700.00	\$ 40.00	\$8,560	\$ 100.00	\$21,400
9	Traffic Cones	EA	562	\$25.00	\$14,050.00	\$ 2.00	\$1,124	\$ 15.00	\$8,430
10	Site Clearing and Grubbing	LS	1	\$50,000.00	\$50,000.00	\$ 50,000.00	\$50,000	\$ 180,000.00	\$180,000
11	Salvage CCTV Tower Camera and remove cctv utility boxes	LS	1	\$20,000.00	\$20,000.00	\$ 50,000.00	\$50,000	\$ 50,000.00	\$50,000
12	Ramp Metering Light Relocation Salvage Exist Ramp metering light. INSTALL temporary ramp metering light 20' Northwest of original location along travel way.	EA	1	\$25,000.00	\$25,000.00	\$ 100,000.00	\$100,000	\$ 50,000.00	\$50,000
13	Temporary Bypass Pumping Systems	LS	1	\$15,000.00	\$15,000.00	\$ 25,000.00	\$25,000	\$ 25,000.00	\$25,000
14	Rehabilitate Manhole L3-86 (Hyatt House) -Core Drill & watertight mortar seal -Tie in New 8" sewer -Plug 15" Invert (out)	EA	1	\$5,000.00	\$5,000.00	\$ 12,000.00	\$12,000	\$ 4,500.00	\$4,500
15	Manhole C-1 -Construct New 4' Manhole C-1 (~ 12.4' Deep) -Reconnect existing 15" VCP -Tie in new 15" PVC encased in a 36" carrier pipe	EA	1	\$19,000.00	\$19,000.00	\$ 25,000.00	\$25,000	\$ 55,000.00	\$55,000
16	Manhole C-2 -Construct New 6' Manhole C-2 (~ 16.0' Deep) -Tie in new 15" PVC encased in a 36" carrier pipe -ArmorLok Liner	EA	1	\$23,744.00	\$23,744.00	\$ 65,000.00	\$65,000	\$ 65,000.00	\$65,000
17	Manhole C-3 -Construct New 6' Manhole C-3 (~ 16.3' Deep) -Tie in new 15" PVC encased in a 36" carrier pipe -ArmorLok Liner	EA	1	\$23,914.00	\$23,914.00	\$ 65,000.00	\$65,000	\$ 65,000.00	\$65,000

Item No.	Item Description	Quantity	Units	Engineer's Estimate		Cratus Inc		JMB Construction Inc	
				Unit Cost	Total	Unit Cost	Amount	Unit Cost	Amount
18	Manhole C-4 -Construct New 6' Drop Manhole C-4 (~ 20.0' Deep) -Tie in new 15" PVC encased in a 36" carrier pipe -Tie in new 8" PVC sewer with inside pipe drop -ArmorLok Liner	EA	1	\$25,837.00	\$25,837.00	\$ 65,000.00	\$65,000	\$ 68,000.00	\$68,000
19	Manhole C-5 -Construct New 6' Drop Manhole C-5 (~ 20.0' Deep) - Core Drill & watertight mortar seal -Tie in existing 8" Sanitary Sewer Lateral with inside drop -Tie in new 15" PVC sewer	EA	1	\$28,000.00	\$28,000.00	\$ 65,000.00	\$65,000	\$ 100,000.00	\$100,000
20	Manhole WOF-1 -Core Drill & watertight mortar seal -Tie in new 15" PVC sewer main -Re-channel	EA	1	\$5,000.00	\$5,000.00	\$ 10,000.00	\$10,000	\$ 4,500.00	\$4,500
21	New 8" PVC segment by open cut method (Hyatt House Reconnection Segment)	LF	106	\$250.00	\$26,500.00	\$ 600.00	\$63,600	\$ 650.00	\$68,900
22	Install 15" of PVC sewer pipe and 36" Steel Pipe by Microtunneling between SSMH C-1 to SSMH C-2, Includes grouting of annular space	LS	1	\$1,294,800.00	\$1,294,800.00	\$1,300,000.00	\$1,300,000	\$1,200,000.00	\$1,200,000
23	Install 15" of PVC sewer pipe and 36" Steel Pipe by Microtunneling between SSMH C-2 to SSMH C-3, Includes grouting of annular space	LS	1	\$988,450.00	\$988,450.00	\$1,150,000.00	\$1,150,000	\$ 960,000.00	\$960,000
24	Install 15" of PVC sewer pipe and 36" Steel Pipe by Microtunneling between SSMH C-3 to SSMH C-4, Includes grouting of annular space	LS	1	\$1,311,000.00	\$1,311,000.00	\$1,550,000.00	\$1,550,000	\$1,335,000.00	\$1,335,000
25	Install 15" PVC sewer pipe by open cut method	LF	191	\$600.00	\$114,600.00	\$ 1,200.00	\$229,200	\$ 1,200.00	\$229,200
26	Shoring - Interlocking Sheet Piles and/or Trench Boxes for 191' of Pipe	SF	7640	\$40.00	\$305,600.00	\$ 2.00	\$15,280	\$ 3.00	\$22,920
27	Install 15" PVC sewer pipe by open cut method	LF	336	\$600.00	\$201,600.00	\$ 1,200.00	\$403,200	\$ 1,100.00	\$369,600
28	Shoring - Interlocking Sheet Piles and/or Trench Boxes for 336' of Pipe	SF	13600	\$40.00	\$544,000.00	\$ 2.00	\$27,200	\$ 3.00	\$40,800
29	Install 8" PVC sewer pipe by open cut method	LF	242	\$540.00	\$130,680.00	\$ 600.00	\$145,200	\$ 650.00	\$157,300
30	Shoring - Interlocking Sheet Piles and/or Trench Boxes for 242' of Pipe	SF	7744	\$40.00	\$309,760.00	\$ 2.00	\$15,488	\$ 3.00	\$23,232
31	Trenchless Shaft at "C" Line STA 1+60 (~20' Deep)	LS	1	\$180,000.00	\$180,000.00	\$ 200,000.00	\$200,000	\$ 40,000.00	\$40,000
32	Trenchless Shaft at "C" Line STA 6+50 (~20' Deep)	LS	1	\$400,000.00	\$400,000.00	\$ 200,000.00	\$200,000	\$ 350,000.00	\$350,000
33	Trenchless Shaft at "C" Line STA 10+20 (~20' Deep)	LS	1	\$300,000.00	\$300,000.00	\$ 200,000.00	\$200,000	\$ 340,000.00	\$340,000
34	Trenchless Shaft at "C" Line STA 15+90 (~20' Deep)	LS	1	\$200,000.00	\$200,000.00	\$ 200,000.00	\$200,000	\$ 55,000.00	\$55,000
35	Abandon Existing 15" VCP in place -Cap 15" invert at Manhole L3-86	LF	496	\$40.00	\$19,840.00	\$ 10.00	\$4,960	\$ 35.00	\$17,360
36	Abandon Existing 15" VCP in place -Cap 15" invert at Manhole L3-86	LF	403	\$40.00	\$16,120.00	\$ 10.00	\$4,030	\$ 35.00	\$14,105

Item No.	Item Description	Quantity	Units	Engineer's Estimate		Cratus Inc		JMB Construction Inc	
				Unit Cost	Total	Unit Cost	Amount	Unit Cost	Amount
37	Abandon Existing 15" VCP in place -Cap 15" invert at Manhole L3-84A	LF	324	\$40.00	\$12,960.00	\$ 10.00	\$3,240	\$ 35.00	\$11,340
38	Abandon Existing 15" VCP in place -Cap 15" invert at Manhole L3-83	LF	412	\$40.00	\$16,480.00	\$ 10.00	\$4,120	\$ 35.00	\$14,420
39	Abandon Existing 15" VCP in place -Cap 15" invert at Manhole WOF-1B	LF	276	\$40.00	\$11,040.00	\$ 10.00	\$2,760	\$ 35.00	\$9,660
40	Abandon Existing 15" VCP in place -Cap 15" invert at Manhole WOF-1	LF	66	\$40.00	\$2,640.00	\$ 10.00	\$660	\$ 35.00	\$2,310
41	Abandon Existing 12" VCP in place -Cap 15" invert at Manhole L3-84B	LF	39	\$40.00	\$1,560.00	\$ 10.00	\$390	\$ 35.00	\$1,365
42	Abandon 8" Laterals	LF	67	\$30.00	\$2,010.00	\$ 10.00	\$670	\$ 35.00	\$2,345
43	Abandon Existing Manholes	EA	5	\$3,500.00	\$17,500.00	\$ 3,000.00	\$15,000	\$ 5,000.00	\$25,000
44	Repair Traffic Loops	LS	1	\$5,000.00	\$5,000.00	\$ 20,000.00	\$20,000	\$ 7,000.00	\$7,000
Total					\$6,926,261.85		\$6,635,182.00		\$6,749,987.00

Attachment 2 – Cratus Inc’s Bid Documents

DOCUMENT 00412 – BID FORM-UNIT PRICE

To: Cupertino Sanitary District
20863 STEVENS CREEK BLVD., SUITE 100
CUPERTINO, CA 95014

Project: **WOLFE ROAD SEWER RELOCATION PROJECT**

Date: 01/26/2023

Submitted by: Cratus, Inc.

Full Contractor Name

945 Taraval St #302,
Full Address

San Francisco, CA 94116
City State ZIP

(415) 939 - 2840 (415) 520 - 6037
Area Code Phone No. Area Code FAX

1. OFFER

Having examined the Place of the work and all matters referred to in the Instructions to Bidders and the Contract Documents and/or prepared by the Engineer for the above mentioned project; we, the undersigned, hereby offer to enter into a Contract to perform the work for the Unit Prices listed in this bid form in lawful money of the United States of America.

We have included:

- The security Bid Bond as required by the Instruction to Bidders.
- All applicable Federal, State and Local taxes are included in the Unit Prices.
- All Cash and Contingency Allowances described herein - Price and Payment Procedures are included in the Bid Prices.

2. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable sixty (60) working days from the bid closing date of January 26, 2023.

If the District accepts this bid within the time stated above, we will:

- Execute the Agreement within seven (7) days of receipt of acceptance of this bid.
- Furnish the required bonds within seven (7) days of receipt of acceptance of this bid in the form described in Supplementary Conditions once the contractor is given the First Charge Day.
- Commence work within fifteen (15) working days after written Notice to Proceed.

If this bid is accepted within the time stated, and we fail to commence the work or we fail to provide the required bonds, the security deposit shall be forfeited as damages to the District by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required Bid Bond will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended of time.

The District has the right to dictate contractor to implement alternate bid method.

3. CONTRACT TIME

If this Bid is accepted, we will:

- Complete the work in two hundred seven (207) working **days** from Notice to Proceed.

4. UNIT PRICES

The following are Unit Prices for the Base Bid Items for the work as listed.

BASE BID SCHEDULE					
#	Description	Unit	Quantity	Unit Cost (\$)	Total Cost (\$)
					\$
1	Water Pollution Control	LS	1	\$ 20,000.00	\$ 20,000.00
2	Mobilization	LS	1	\$200,000.00	\$ 200,000.00
3	Tree Removal	LS	1	\$ 50,000.00	\$ 50,000.00
4	Temporary Barrier (Type K)	LF	2475	\$ 20.00	\$ 49,500.00
5	Temporary Crash Cushion Module	EA	6	\$ 1,000.00	\$ 6,000.00
6	Construction Area Signs	LS	1	\$ 5,000.00	\$ 5,000.00
7	Portable Arrow Board	EA	8	\$ 1,000.00	\$ 8,000.00
8	Channelizer (Surface Mounted)	EA	214	\$ 40.00	\$ 8,560.00

BASE BID SCHEDULE					
#	Description	Unit	Quantity	Unit Cost (\$)	Total Cost (\$)
9	Traffic Cones	EA	562	\$ 2.00	\$ 1,124.00
10	Site Clearing and Grubbing	LS	1	\$ 50,000.00	\$ 50,000.00
11	Salvage CCTV Tower Camera and remove cctv utility boxes	LS	1	\$ 50,000.00	\$ 50,000.00
12	Ramp Metering Light Relocation Salvage Exist Ramp metering light. INSTALL temporary ramp metering light 20' Northwest of original location along travel way.	EA	1	\$100,000.00	\$ 100,000.00
13	Temporary Bypass Pumping Systems	LS	1	\$ 25,000.00	\$ 25,000.00
14	Rehabilitate Manhole L3-86 (Hyatt House) -Core Drill & watertight mortar seal -Tie in New 8" sewer -Plug 15" Invert (out)	EA	1	\$ 12,000.00	\$ 12,000.00
15	Manhole C-1 -Construct New 4' Manhole C-1 (~ 12.4' Deep) -Reconnect existing 15" VCP -Tie in new 15" PVC encased in a 36" carrier pipe	EA	1	\$ 25,000.00	\$ 25,000.00
16	Manhole C-2 -Construct New 6' Manhole C-2 (~ 16.0' Deep) -Tie in new 15" PVC encased in a 36" carrier pipe -ArmorLok Liner	EA	1	\$ 65,000.00	\$ 65,000.00
17	Manhole C-3 -Construct New 6' Manhole C-3 (~ 16.3' Deep) -Tie in new 15" PVC encased in a 36" carrier pipe -ArmorLok Liner	EA	1	\$ 65,000.00	\$ 65,000.00
18	Manhole C-4 -Construct New 6' Drop Manhole C-4 (~ 20.0' Deep) -Tie in new 15" PVC encased in a 36" carrier pipe -Tie in new 8" PVC sewer with inside pipe drop -ArmorLok Liner	EA	1	\$ 65,000.00	\$ 65,000.00
19	Manhole C-5 -Construct New 6' Drop Manhole C-5 (~ 20.0' Deep) - Core Drill & watertight mortar seal -Tie in existing 8" Sanitary Sewer Lateral with inside drop -Tie in new 15" PVC sewer	EA	1	\$ 65,000.00	\$ 65,000.00
20	Manhole WOF-1 -Core Drill & watertight mortar seal -Tie in new 15" PVC sewer main -Re-channel	EA	1	\$ 10,000.00	\$ 10,000.00
21	New 8" PVC segment by open cut method (Hyatt House Reconnection Segment)	LF	106	\$ 600.00	\$ 63,600.00
22	Install 15" of PVC sewer pipe and 36" Steel Pipe by Microtunneling between SSMH C-1 to SSMH C-2, Includes grouting of annular space	LS	1	\$1,300,000.00	\$ 1,300,000.00
23	Install 15" of PVC sewer pipe and 36" Steel Pipe by Microtunneling between SSMH C-2 to SSMH C-3, Includes grouting of annular space	LS	1	\$1,150,000.00	\$ 1,150,000.00

BASE BID SCHEDULE					
#	Description	Unit	Quantity	Unit Cost (\$)	Total Cost (\$)
24	Install 15" of PVC sewer pipe and 36" Steel Pipe by Microtunneling between SSMH C-3 to SSMH C-4, Includes grouting of annular space	LS	1	\$1,550,000.00	\$ 1,550,000.00
25	Install 15" PVC sewer pipe by open cut method	LF	191	\$ 1,200.00	\$ 229,200.00
26	Shoring - Interlocking Sheet Piles and/or Trench Boxes for 191' of Pipe	SF	7640	\$ 2.00	\$ 15,280.00
27	Install 15" PVC sewer pipe by open cut method	LF	336	\$ 1,200.00	\$ 403,200.00
28	Shoring - Interlocking Sheet Piles and/or Trench Boxes for 336' of Pipe	SF	13600	\$ 2.00	\$ 27,200.00
29	Install 8" PVC sewer pipe by open cut method	LF	242	\$ 600.00	\$ 145,200.00
30	Shoring - Interlocking Sheet Piles and/or Trench Boxes for 242' of Pipe	SF	7744	\$ 2.00	\$ 15,488.00
31	Trenchless Shaft at "C" Line STA 1+60 (~20' Deep)	LS	1	\$200,000.00	\$ 200,000.00
32	Trenchless Shaft at "C" Line STA 6+50 (~20' Deep)	LS	1	\$200,000.00	\$ 200,000.00
33	Trenchless Shaft at "C" Line STA 10+20 (~20' Deep)	LS	1	\$200,000.00	\$ 200,000.00
34	Trenchless Shaft at "C" Line STA 15+90 (~20' Deep)	LS	1	\$200,000.00	\$ 200,000.00
35	Abandon Existing 15" VCP in place -Cap 15" invert at Manhole L3-86	LF	496	\$ 10.00	\$ 4,960.00
36	Abandon Existing 15" VCP in place -Cap 15" invert at Manhole L3-86	LF	403	\$ 10.00	\$ 4,030.00
37	Abandon Existing 15" VCP in place -Cap 15" invert at Manhole L3-84A	LF	324	\$ 10.00	\$ 3,240.00
38	Abandon Existing 15" VCP in place -Cap 15" invert at Manhole L3-83	LF	412	\$ 10.00	\$ 4,120.00
39	Abandon Existing 15" VCP in place -Cap 15" invert at Manhole WOF-1B	LF	276	\$ 10.00	\$ 2,760.00
40	Abandon Existing 15" VCP in place -Cap 15" invert at Manhole WOF-1	LF	66	\$ 10.00	\$ 660.00
41	Abandon Existing 12" VCP in place -Cap 15" invert at Manhole L3-84B	LF	39	\$ 10.00	\$ 390.00
42	Abandon 8" Laterals	LF	67	\$ 10.00	\$ 670.00
43	Abandon Existing Manholes	EA	5	\$ 3,000.00	\$ 15,000.00
44	Repair Traffic Loops	LS	1	\$ 20,000.00	\$ 20,000.00

TOTAL BASE BID – BASIS OF AWARD \$ 6,635,182.00

The following are Unit Prices for the Base Bid Items for the work as listed.

5. TOTAL BASE BID – BASIS OF AWARD

- A. The contract will be awarded to the bidder with the lowest pricing based solely on the Total Base Bid, excluding alternative bids.
- B. Contract Prices shall include, Bidder's overhead, permitting, profit, providing temporary sewer bypass as required, traffic controls, job safety, sweeping, cleanup, all necessary tools, labor, equipment, materials, appurtenances and incidentals to complete the project for sanitary sewer relocation by installing 36 inch steel pipe casing and 15 inch sanitary sewer pipe via microtunneling within City and Caltrans right of way, grouting of annular space in microtunneled pipe and casing, new manhole construction, and open cut installation methods for new 8 inch and 15 inch diameter sanitary sewers: saw-cutting, excavation, backfill, fog seal coat over the trench, crushed rock, class 2 aggregate base, developing water supply, safety devices, equipment necessary for the work, shoring, dewatering, compaction, temporary patching, temporary pavement markings, disposal of excess materials, dump fees, import of select materials, and sheeting and shoring.
- C. In the event of any delays due to actions of the District or Engineer, time adjustments will be granted accordingly for the total Contract Time. In the event of delays due to weather, utility conflicts or unavailability of materials to be incorporated in the Contract work, time adjustments will be granted in accordance with Caltrans Standard Specifications 2018, Section 9. However, no additional payments for costs due to delays of any nature will be granted.
- D. In the event of any delays beyond the total Contract Time of ~~one hundred eighty-seven (187)~~ ^{two hundred seven (207)} working days other than those specified above, the Bidder shall be responsible for paying the District a penalty in the amount of two thousand five hundred dollars (\$2,500.00) per each additional day.
- E. Additional working days will not be granted to the Contractor if there are any days not worked by the Contractor for reasons other than those specified above. All time extension will be mutually agreed upon by District, Engineer, and Contractor.
- F. Contractor is responsible for obtaining all applicable permits and payment of all associated fees and taxes.

6. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Price.

Addendum # ..1..	Dated ..12/21/2022.
Addendum # ..2..	Dated ..01/09/2023.
Addendum # ..3..	Dated ..01/17/2023.

Addendum # ..4... Dated .01/20/2023..

Addendum # ..5... Dated .01/23/2023..

7. APPENDICES

Submit the following Appendices included in Document 00430 - Bid Form Supplements concurrent with Bid submission:

Appendix A - List of Subcontractors.

Appendix B - Fees for Changes in the work. Include the overhead and profit fees on Bidder's own work and work by Subcontractors, applicable for Changes in the work, whether additions to or deductions from the work on which the Bid Price is based.

8. BID FORM SIGNATURES

The Corporate Seal of

.....
Cratus, Inc.

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of

.....
Liam Finnegan

(Authorized signing officer)

.....
President/CEO

(Title)

(Seal)

.....
Michael Kirwan

(Authorized signing officer)

.....
Treasurer/CFO

(Title)

(Seal)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF DOCUMENT 00412

DOCUMENT 00430 – BID FORM SUPPLEMENTS

To: Cupertino Sanitary District
c/o MARK THOMAS & COMPANY, INC.
20863 STEVENS CREEK BLVD., SUITE 100
CUPERTINO, CA 95014

Project: **WOLFE ROAD SEWER RELOCATION PROJECT**

Date: 01/26/2023

Submitted by: Cratus, Inc.

Full Contractor Name
945 Taraval St #302,
Full Address
San Francisco, CA 94116
City State ZIP
(415) 939 - 2840 (415) 520 - 6037
Area Code Phone No. Area Code FAX

In accordance with Document 00200 - Instructions to Bidders and Document 00412 - Bid Form - Unit Price, we include the Appendices to Bid Form Supplements listed below. The information provided shall be considered an integral part of the Bid Form. The following Appendices are attached to this document:

Appendix A - List of Subcontractors: Include names of all Subcontractors and portions of the work each Subcontractor will perform.

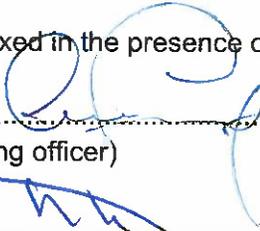
Appendix B - Fees for Changes in the work. Include the overhead and profit fees on Bidder's own work and work by Subcontractors, applicable for Changes in the work, whether additions to or deductions from the work on which the Bid Price is based.

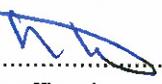
BID FORM SUPPLEMENTS SIGNATURES

The Corporate Seal of

Cratus, Inc.
.....
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

Liam Finnegan  President/CEO
.....
(Authorized signing officer) (Title) (Seal)

Michael Kirwan  Treasurer/CFO
.....
(Authorized signing officer) (Title) (Seal)

APPENDIX A - LIST OF SUBCONTRACTORS

Herewith is the list of subcontractors referenced in the bid submitted by:

(Bidder) ..Cratus, Inc.....

To **Cupertino Sanitary District**

Dated ..01/26/2023..... and which is an integral part of the Bid Form.

The following work will be performed (or provided) by subcontractors and coordinated by us:

WORK SUBJECT	NAME
..Microtunneling.....	Nada Pacific Corporation (DIR:1000003942)
..Electrical Work.....	Liffey Electric, Inc. (DIR: 1000058537)
.....
.....
.....
.....
.....

APPENDIX B – FEES FOR CHANGES IN THE WORK.

Attach a separate document stating the overhead and profit fees on Bidder’s own work and work by Subcontractors, applicable for Changes in the work.

END OF DOCUMENT 00430

DOCUMENT 00450 – STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

ARTICLE 1 – GENERAL INFORMATION

1.01 Minimum Bidder Qualifications:

- A. Bidders must be duly licensed in accordance with the California Business & Professions Code and have a history of work performance sufficient to meet the requirements of a responsible bidder in the California Public Contract Code Section 1103.
- B. Bidders must have three **(3) years** experience as a continuously operating entity engaged in the performance of similar work (microtunneling, and sanitary sewer installations by open cut methods of projects of similar size and scope).
- C. Bidders must demonstrate successful experience with type of work of this Project, to include, ~~within the past year~~, completed two ~~(2)~~⁽³⁾ projects of a similar nature and complexity with a contract dollar amount of at (i.) least 75% of the amount of Bidder's Bid or (ii.) 125% of such amount in the aggregate.

1.02 Measurement:

- A. Bidder's compliance with the minimum qualification requirements will be measured by Bidder's experience as an operating entity and also by the experience of the supervisory personnel who will have responsible charge of the various major components of the work.
- B. If Bidder subcontracts portions of the work, Owner, in its determination of whether the minimum qualification requirements have been met, may consider the qualifications of the Subcontractor's supervisory personnel.

ARTICLE 2 – REQUIRED CONTENTS OF SOQ SUBMISSION

2.01 Transmittal Letter:

- A. The Transmittal Letter shall name the proposed prime contractor, its legal structure (i.e., corporation, partnership, limited partnership, joint venture). If a joint venture or partnership is proposed, Bidder shall identify partner and/or member of the joint venture and their roles and responsibilities.

2.02 Submittals:

- A. Completed Questionnaires. Bidder shall include a completed Statement of Qualification Questionnaire in the form attached to this Document 4513 as Attachment A. Also, if any Subcontractors (**Designated Subcontractors**) are identified below, Bidder must include a Statement of Qualification Questionnaire for each Designated Subcontractors as well:

- 1. Designated Subcontractor 1: Nada Pacific Corporation (DIR:1000003942)
- 2. Designated Subcontractor 2: _____
- 3. Designated Subcontractor 3: _____

- B. Resumes of Proposed Key Personnel. Bidder shall provide a resume for each named Key Personnel of Bidder and any Designated Subcontractors, to include as necessary: Years of experience; Education - degrees, schools and years obtained; Professional Registrations; Fluency in English (Yes/No); At least two client references, including contact names, addresses and telephone numbers, and description of projects of a similar nature worked on in the past five years.
- C. Audited or Reviewed Financial Statements. Include audited or reviewed financial statements for the three most recently completed fiscal years for Bidder and each member of any proposed consorting or joint venture. Also include audited or reviewed financial statements for the three most recently completed fiscal years for any parent companies of Bidder and each member of any proposed consortium or joint venture.
- D. Surety Letter re: Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of [A-, VIII] or better, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 6113.13 (Construction Performance Bond) and 006113.16 (Construction Labor and Material Payment Bond), each in the penal sum of the Contractor's bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- E. Insurer Letter re: Capability to Provide the Required Insurance. Bidder shall provide a letter from an insurance underwriter, having a financial rating reasonably acceptable to Owner, confirming that the insurer will provide Bidder the required coverages and amounts specified in the Contract Documents.
- F. Description of Human and Physical Resources. Bidder shall identify, describe, and quantify for itself, the following technical information for the construction work: Description and location of manufacturing facilities, naming products and quantifying production capacity and current demand; Description of field organization(s), naming skills and equipment; Description of safety program quality control procedures, and safety experience
- G. License: Evidence of a valid contractor's license and required licenses of all licensees of persons who are Key Personnel necessary to perform the work.
- H. Litigation History. Description of litigation history for the past three years including names of involved parties, nature of dispute, and disposition.

2.03 Format:

- A. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meet Owner's requirement. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the work (or applicable portion thereof).

- B. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 4513 must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 4513 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

[STATEMENT OF QUALIFICATION QUESTIONNAIRE FOLLOWS ON NEXT PAGE]

Attachment #1

**“Attachment A – Statement of Qualification Questionnaire – Document 4513” for
Document 04500 – Statement of Qualifications for Construction Work**

Transmittal Form

Cratus Inc. Date: 1/26/2023

945 Taraval St, #302 Owner: Cupertino Sanitary District

San Francisco, CA 94116 Prime Contractor: Cratus Inc - Corporation in State of California

PH: (415) 559-1163 Project Name: Wolfe Road Sewer Relocation Project

FAX: (415) 520-6037 _____

Regarding: Statement of Qualifications

We are sending you:	Copies	Date	Description
<input checked="" type="checkbox"/> As requested	<u>1</u>	<u>26-Jan</u>	<u>Statement of Qualifications Questionnaire (Cratus)</u>
<input type="checkbox"/> Attached	<u>1</u>	<u>26-Jan</u>	<u>Resume of Key Personnels (Cratus-Liam Finnegan & Fernando Reyes)</u>
<input type="checkbox"/> Under separate cover	<u>1</u>	<u>26-Jan</u>	<u>Statement of Qualifications Questionnaire (Nada)</u>
	<u>1</u>	<u>26-Jan</u>	<u>Resume of Key Personnels (Nada)</u>
For your:	<u>1</u>	<u>26-Jan</u>	<u>Bank Letter*</u>
<input type="checkbox"/> Records	<u>1</u>	<u>26-Jan</u>	<u>Surety Letter</u>
<input checked="" type="checkbox"/> Use and information	<u>1</u>	<u>26-Jan</u>	<u>Insurer Letter</u>
	<u>1</u>	<u>26-Jan</u>	<u>Human and Physical Resources</u>
	<u>1</u>	<u>26-Jan</u>	<u>Contractor State License</u>
	<u>1</u>	<u>26-Jan</u>	<u>Litigation History</u>
<input type="checkbox"/> Approval			
<input checked="" type="checkbox"/> Review			Memo: <u>If you require anything else, please let us know</u>
<input type="checkbox"/> Use and distribution			

*NOTE: AUDITED FINANCIAL STATEMENT WILL BE PROVIDED UPON REQUEST

ATTACHMENT A – Statement of Qualification Questionnaire – Document 4513

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Instructions to Bidders and Statement of Qualifications. Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

**CONTACT
INFORMATION**

Company Name:

01/26/2023

Owner of Company:

Liam Finnegan, Michael Kirwan, Fernando Reyes

Contact Person:

Michael Kirwan

Address:

945 Taraval St #302, San Francisco, CA 94116

Phone:

(415) 939 - 2840

Fax: (415) 520 - 6037

PART A: EXPERIENCE OF PRIME CONTRACTOR

The Prime Contractor shall provide information about three (3) of its most recently completed projects of similar scope. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications. If a separate sheet is used, it must contain all of the following information:

1. Project Name:

Large Diameter Gravity Sewer II - 3B (P.N. 944)

Location:

San Rafael, CA

Owner:

Ross Valley Sanitary District

Owner Contact (name and phone):

Katherine Hayden (415) 259-2949

Architect/Engineer:

Ross Valley Sanitary District

Architect/Engineer Contact (name and phone number): -

Justin Seufurt (530) 966-7901

Const. Mgr. or Project Mgr. (name and phone number):

Justin Seufurt (530) 966-7901

Description of Project, Scope of work Performed:

2,400 lf - 16" and 24" PVC sewer main by open cut, 235 lf - 8" and 10" sewer main by open cut
200 lf - 8" sewer main by HDD, 1,520 lf - 21" sewer main by CIPP, 36" casing by jack & bore,
6" and 18" double barrel inverted siphon, 20" PVC air jumper using by open cut, 14ea new manholes, 105ea latera

Total Construction Cost: \$ 4,769,668.09

Total Change Order Amount: 0

Did Change Orders exceed 10% of original contract sum? No. If yes, please explain on separate sheet.

Original Scheduled Date of Completion: 02/06/2020

Time Extensions Granted (number of Days): 0

Actual Date of Completion: 02/06/2020

Number of Stop Notices filed by Subcontractors or Suppliers: 0

2. Project Name:

6724 - Rincon Avenue - Virginia Avenue Sanitary Sewer Improvement

Location:

San Jose, CA

Owner:

City of San Jose

Owner Contact (name and phone):

Lynn To (408) 793-5515

Architect/Engineer:

City of San Jose

Architect/Engineer Contact (name and phone number): -

Mellownie Salvador (408) 793-4168

Const. Mgr. or Project Mgr. (name and phone number):

Lynn To (408) 793-5515

Description of Project, Scope of work Performed:

1,790 lf - 15" VCP by open cut, 151 lf - 16" HDPE by pipe bursting

3106 lf - 18" PVC by open cut, 175 lf - 30" RCP by open cut, 2000 lf - 4" & 6" lateral

Total Construction Cost: \$ 4,031,323.90

Total Change Order Amount: 0

Did Change Orders exceed 10% of original contract sum? No. If yes, please explain on separate sheet.

Original Scheduled Date of Completion: 05/11/2019

Time Extensions Granted (number of Days): 0

Actual Date of Completion: 05/11/2019

Number of Stop Notices filed by Subcontractors or Suppliers: 0

3. Project Name:
Basin 1A Collection System Improvement (P.N. 46S001)

Location:
San Mateo, CA

Owner:
City of San Mateo

Owner Contact (name and phone):
Brad Underwood (650) 522-7300

Architect/Engineer:
City of San Mateo

Architect/Engineer Contact (name and phone number): -
Sarah Pham (650) 727-6884

Const. Mgr. or Project Mgr. (name and phone number):
Brad Underwood (650) 522-7300

Description of Project, Scope of work Performed:
4,316 lf - 15" to 24" PVC by open cut
22ea new manholes, 3ea manhole rehabilitation

Total Construction Cost: \$ 5,957,769.04

Total Change Order Amount: 0

Did Change Orders exceed 10% of original contract sum? No. If yes, please explain on separate sheet.

Original Scheduled Date of Completion: 09/21/2019

Time Extensions Granted (number of Days): 0

Actual Date of Completion: 09/21/2019

Number of Stop Notices filed by Subcontractors or Suppliers: 0

Key Personnel:

- 1) **Name:** Liam Finnegan
- 2) **Position:** Project Manager
- 3) **Years of Experience:** Ranger Pipelines 9 Years & Cratus Inc. - Current
- 4) **Education:** BE Civil Engineering – 2004 – Heriot Watt University, Edinburgh, Scotland
 - i) Competent Person Certified, Confined Space Certified, OSHA 10Hr & OSHA 30 Certified
 - ii) QSP Certified.
- 5) **Experience Directly Related to the Project:** See attached Resume
- 6) **Fluency in English:** Yes

CRATUS INC.

CRATUS INC. - 2013 - To Present

Owner/ Principal
Project Manager

Agency /City: Treasure Island Community Development, LLC

- Project Title: Treasure Island Avenue C LPW Extension
- Contact: Tom Gunther - DeSiliva Gates
- Tel: (520) 414-5323
- Project Contract Value: \$ 225,000.00
- Project Description: Installation of 350 lf of 12" DIP water main by open cut method. Installation of 1ea double 6-inch meter assembly & 2ea of 8-inch backflows
- Current Status: On Going
- Original Contract Start Date: 01/24/2022
- Final Completion Date: On Going

Agency /City: San Francisco Public Utilities Commission

- Project Title: 8" DIP and 24" Earthquake Resistant DIP WM Inst. on Prospect, Fair and Coso Ave & Coleridge St WD-2718
- Project Contact: Brian Barry
- Tel: (415) 260-3515
- Project Contract Value: \$ 8,090,530.00
- Project Description: Installation 4,300 lf of 4-, 6-, 8-, 12- and 24" DIP and 3,200 lf of 24" ERDIP pipe by open cut method, Installation 1,430 lf of 1" service by trenchless method, 1,270 lf of 1" & 2" service by open cut method.
- Current Status: On Going
- Original Contract Start Date: 03/07/2022
- Final Completion Date: On Going

Agency /City: San Francisco Public Utilities Commission

- Project Title: Sunol Regional Wilderness Park Water System Improvements WD-2865
- Project Contact: Alisha Reinhardt
- Tel: (415) 554-1527
- Project Contract Value: \$ 2,274,039.05

- Current Status: Complete
 - Original Contract Start Date: 03/01/2021
 - Final Completion Date: 12/28/2021
-

Agency /City: City of Larkspur

- Project Title: Corte Alejo Storm Drain Improvement Project, 11-047
 - Project Contact: Alvin Tan
 - Tel: (415) 496-2403
 - Project Contract Value: \$ 998,288.91
 - Project Description: Installation of approximately 451 LF of 24" Class 1 HDPE storm drain pipe, 466 LF of 18" HDPE storm drain pipe by open cut method. 624 LF of 18" HDPE storm drain pipe by HDD method.
 - Current Status: Complete
 - Original Contract Start Date: 10/12/2020
 - Final Completion Date: 01/21/2021
-

Agency /City: San Francisco Public Utilities Commission

- Project Title: Mission Street, 16th to Cesar Chavez, Brick Sewer Rehabilitation WW-703
 - Project Contact: Ricardo Trejo
 - Tel: (415) 919-8084
 - Project Contract Value: \$ 5,531,040.38
 - Project Description: Rehabilitation 3,995 lf of 3'x5' and 3'x4'6" brick sewer by CIPP method. Installation of 10ea concrete maintenance holes.
 - Current Status: Complete
 - Original Contract Start Date: 02/08/2021
 - Final Completion Date: 11/24/2021
-

Agency /City: San Francisco Public Utilities Commission

- Project Title: 8-Inch Ductile Iron Water Main Replacement on Casitas Avenue WD-2842
 - Project Contact: Daniel Y Chen
 - Tel: (415) 239-9750
 - Project Contract Value: \$ 3,891,709.00
 - Project Description: Installation of approximately 7,400 lf of 4-, 6- and 8-inch DI tyton joint pipe, Installation 1,100 lf of 1" service by trenchless method, 1,500 lf of 1" service by open cut method.
 - Current Status: Complete
 - Original Contract Start Date: 04/05/2021
 - Final Completion Date: 03/12/2022
-

Agency /City: City of Burlingame Public Works

- Project Title: Burlingame Avenue Storm Drainage Improvement (No. 85900)
 - Contact: Kevin Okada
 - Tel: (650) 558-7213
 - Project Contract Value: \$ 895,379.00
 - Project Description: Installation of approximately 1,995 lf of 12" storm drain by open cut, 10 ea storm drain maintenance holes
 - Current Status: Complete
 - Original Contract Start Date: 09/22/2020
 - Final Completion Date: 01/16/2021
-

Agency /City: Central Contra Costa Sanitary District

- Project Title: Danville Sewer Renovations, Phase 3 - District Project No. 8456
-

Agency /City: City of San Jose

- Project Title: 8976 – North First Street Parallel Main- Phase IV
- Contact: Darwin Lasat
- Tel: (408) 794-6770
- Project Contract Value: \$ 1,418,533.75
- Project Description: Installation 3,550 LF of 12" ductile iron pipe water main by open cut method. 18ea. water services.
- Current Status: Complete
- Original Contract Start Date: 10/30/2019
- Final Completion Date: 09/19/2020

Agency /City: City of Santa Clara

- Project Title: Sanitary Sewer Condition Assessment Repairs Project - Phase 1 (CE 18-19-08)
- Contact: Kaveh Forouhi
- Tel: (408) 615-3064
- Project Contract Value: \$ 2,367,875.61
- Project Description: Rehabilitation approx. 4,358 LF of 8" to 30" CIPP sewer. Installation approx. 737 LF of 8" HDPE sewer by pipe bursting method.
- Current Status: Complete
- Original Contract Start Date: 11/13/2019
- Final Completion Date: 09/19/2020

Agency /City: Vallejo Flood & Wastewater District

- Project Title: Mare Island Way Sanitary Sewer Rehabilitation Project (CWM018)
- Contact: Natalie Muradian
- Tel: (707) 558-3416
- Project Contract Value: \$ 1,552,921.09
- Project Description: Rehabilitation approx. 566 lf of 36" CIPP sewer. Installation approx. 298 lf of 8", 36", 42", and 48" sewer by open cut method.
- Current Status: Complete
- Original Contract Start Date: 09/09/2019
- Final Completion Date: 02/01/2020

Agency /City: City of Burlingame Public Works

- Project Title: East Burlingame Ave & Anza Lagoon Utility Improvement
- Contact: Lisha Mai
- Tel: (707) 636-7239
- Project Contract Value: \$ 3,501,603.94
- Project Description: Install 4,660 LF of 4", 6", 8" and 10" water main PVC C900 by open cut method, 239 LF - 6" and 8" water main DIP by open cut method, 215 LF - 1-1/4" sanitary sewer force main HDPE SDR 11 by open cut method, 270 LF - 8" sanitary sewer slip-lining with fusible PVC, 1,040 LF - 4" & 6" Lateral SS
- Current Status: Complete
- Original Contract Start Date: 09/12/2019
- Final Completion Date: 05/02/2020

Agency /City: San Francisco Public Utilities Commission

- Project Contact: Katherine Hayden
- Tel: (415) 259-2949
- Project Contract Value: \$ 4,959,215.00
- Project Description: Rehabilitate and construct approximately 4,355 LF of sanitary sewer main; 2,635 LF of 8", 10" 16" and 24" PVC sewer by open cut method, 200 LF of 8" sewer by horizontal directional drilling method, 1,520 LF - 21" sewer by CIPP. Construction of a double barrel inverted siphon which entails installation of 6" and 18" HDPE sewer mains inside a 36" diameter steel casing installed by jack and bore, open cut construction to connect the siphon pipes to existing sewers, and open cut construction of a short 20" diameter air jumper. Rehabilitate or construct 16ea manhole.
- Current Status: Complete
- Original Contract Start Date: 06/03/2019
- Final Completion Date: 08/29/2020

Agency /City: City of Clayton

- Project Title: El Molino SS Improvement Project - CIP 10422
- Project Contact: Scott D. Alman
- Tel: (925) 969-8181
- Project Contract Value: \$ 453,810.00
- Project Description: Rehabilitate or replace approximately 1,446 LF sewer pipeline: 149' LF of 8" & 10" HDPE and DI Pipe by open cut method and 1,297 LF of 6" & 8" HDPE by pipe bursting method.
- Current Status: Complete
- Original Contract Start Date: 05/13/2019
- Final Completion Date: 11/01/2013

Agency /City: Central Contra Costa Sanitary District

- Project Title: Lafayette Sewer Renovations, Phase 13 - District Project No. 8452
- Project Contact: Damasio Zepeda Aragon
- Tel: (925) 229-7332
- Project Contract Value: \$ 3,075,320.00
- Project Description: Renovation of approximately 11,041 LF of Sewer Main; 2,633 LF of 8" PVC & PVC C900 by open cut method, 3,110 LF of 6" & 8" HDPE by pipe bursting method, 694 LF of 12" HDPE by slip lining method. 4,049 LF - 8"12"15" CIPP. 555 LF of 8" direct bury. 23ea Manholes.
- Current Status: Complete
- Original Contract Start Date: 04/26/2019
- Final Completion Date: 01/30/2020

Agency /City: Napa Sanitation District

- Project Title: Southeast Napa Sewer & Roadway Rehabilitation Project CIP 18706
- Project Contact: Karl Ono
- Tel: (707)258-6013
- Project Contract Value: \$ 5,280,892.00
- Project Description: Rehabilitate or replace approximately 10,500 LF by pipe bursting (6" and 8" HDPE), 20,000 LF by cured-in-place pipe (CIPP) lining, 150 LF by open cut methods.
- Current Status: Complete
- Original Contract Start Date: 4/15/2019
- Final Completion Date: 05/02/2020

Agency /City: City of Burlingame Public Works

- Original Contract Start Date: 11/04/18
 - Final Completion Date: 09/21/2019
-

Agency /City: City of San Jose

- Project Title: 6724 – Rincon Avenue – Virginia Avenue Sanitary Sewer Improvement
 - Project Contact: Alice Arevalo
 - Tel: (408)535-8303
 - Project Contract Value: \$4,357,130.00
 - Project Description: Remove and Replace Sanitary Sewer mains and manholes
 - Current Status: Complete
 - Original Contract Start Date: 10/09/18
 - Final Completion Date: 05/11/2019
-

Agency /City: City of Belmont

- Project Title: Shoreway Sewer Replacement Project
 - Project Contact: Diane Van Zant
 - Tel: (650) 595-7460
 - Project Contract Value: \$1,857,460.00
 - Project Description: Eliminate sanitary sewer pump station and convert sewer force main to gravity line
 - Current Status: Complete
 - Original Contract Start Date: 09/04/18
 - Final Completion Date: 03/14/2019
-

Agency /City: Central Contra Costa Sanitary District

- Project Title: North Orinda Sewer Renovations, Phase 7, District Project 8433
 - Project Contact: Mark Wenslawski
 - Tel: (925) 957 - 7619
 - Project Contract Value: \$3,306,370.00
 - Project Description: Renovation of approximately 8600 LF of Sewer Main; HDPE and PVC type pipes installed by Open cut, CIPP, Pipe bursting, Direct burry, and Pipe reaming methods.
 - Current Status: Complete
 - Original Contract Start Date: 06/25/18
 - Final Completion Date: 12/22/18
-

Agency /City: Union Sanitary District

- Project Title: Force Main Corrosion Repairs Project Phase 2 – Project NO. 800-506
 - Project Contact: Raymond Chau
 - Tel: (510) 477-7606
 - Project Contract Value: \$931,800.00
 - Project Description: Rehabilitate or Replace corroded elements within the force main manholes & Improve access to select force main manholes.
 - Current Status: Complete
 - Original Contract Start Date: 05/14/18
 - Final Completion Date: 10/13/18
-

Agency /City: Central Contra Costa Sanitary District

- Project Title: South Orinda Sewer Renovations, Phase 6, District Project 8433
 - Project Contact: Mark Wenslawski
 - Tel: (925) 957 - 7619
 - Project Contract Value: \$ 3,450,940.00
-

Agency /City: City of Burlingame Public Works

- Project Title: South Rollins Rd, Utility Improvements – Phase 1
- Project Contact: Lisha Mai
- Tel: (650) 558-7239
- Project Contract Value: \$2,614,580.00
- Project Description: 8" - 3,840 LF – Water, 10" - 250 LF – Sewer - 3840 LF of new water main with services and fire connection and 250 LF of new sewer main with laterals and MH
- Current Status: Complete
- Original Contract Start Date: 9/25/17
- Final Completion Date: 03/08/18

Agency /City: San Rafael Sanitation District

- Project Title: La Crescenta Way, Loma Linda Rd, Marina Blvd Sewer Improvement Project
- Project Contact: Doris Toy
- Tel: (415) 485-3484
- Project Contract Value: \$663,734.00
- Project Description: 12" - 221' – Sewer, 8" - 716' – Sewer Pipe Bursting Sanitary Sewer Mains in both Easements and Streets. Install 221' of 12" PVC and 716' of 8" PVC sewer
- Current Status: Complete
- Original Contract Start Date: 07/24/17
- Final Completion Date: 12/30/17

Agency /City: Union Sanitary District

- Project Title: Force Main Corrosion Repairs Project Phase 1 – Project No. 800-491
- Project Contact: Raymond Chau
- Tel: (510) 477-7606
- Project Contract Value: \$821,000.00
- Project Description: Remove & replace manways and appurtenances of air release valves, blow offs and access manways located along the District's twin force mains. Weld new steel components, sandblast and paint/coat existing and new components, implement biological control measures/BMP's and site restoration.
- Current Status: Complete
- Original Contract Start Date: 7/6/17
- Final Completion Date: 10/31/17

Agency /City: City of San Jose

- Project Title: 7216 – Trimble Rd & Amberwood Ln Sanitary Sewer Improvement
- Project Contact: Titus Raceless
- Tel: (408) 793-5305
- Project Contract Value: \$4,384,190.00
- Project Description: Install 3,249' of 10" extra strength VCP, 613' of 12" extra strength VCP and 2,530' of 15" extra strength VCP. Bore & jack to install 654' of 12" HDPE and 20" steel casing. Clean, inspect and install 92ea. sanitary sewer laterals.
- Current Status: Complete
- Original Contract Start Date: 9/1/17
- Final Completion Date: 12/30/17

Agency /City: City of San Jose

- Project Title: 7488 – Carmel & Arbor Dr Sanitary Sewer Replacement
- Project Contact: Alice Arevalo
- Tel: (408) 535-8303

- Project Description: Install 5,400' of 8" and 10" PVC by open cut. Install 1,400' of 8" HDPE by pipe burst and rehab 1,900' of 8" pipe with CIPP. Furnish and install 23ea. standard manholes and modify 16ea. manholes. Repair pipeline sages not shown on the project documents and reconnect active house sewer laterals.
 - Current Status: Complete
 - Original Contract Start Date: 5/17/17
 - Final Completion Date: 09/15/17
-

Agency /City: Delta Diablo Engineering Services

- Project Title: 2016 Pittsburg Sewer Rehabilitation Project
 - Project Contact: Sean Williams
 - Tel: (925) 756-1926
 - Project Contract Value: \$559,150.00
 - Project Description: Install 1100' of new 8" recycled water main line for the Buckley Square recycled waterline. Remove and replace 2ea. 18" butterfly valves on the Pittsburg-Antioch Highway. Install 62' of 6" PVC recycled water pipe, 5ea. 10" gate valves and CCTV 4,900' along Power Ave.
 - Current Status: Complete
 - Original Contract Start Date: 3/28/17
 - Final Completion Date: 06/30/17
-

Agency /City: East Palo Alto Sanitary District

- Project Title: San Francisquito Siphon Replacement – Phase I
 - Project Contact: Jason Feudale
 - Tel: (650) 344-9901
 - Project Contract Value: \$798,901.00
 - Project Description: Install 663' of 30" Fused HDPE by open trench including bay mud over-excavation. Install 2ea. 5' concrete manholes and 1ea. 7' concrete manhole.
 - Current Status: Complete
 - Original Contract Start Date: 09/04/17
 - Final Completion Date: 02/24/2018
-

Agency /City: San Rafael Sanitation District

- Project Title: 2016 Pipe Bursting Sewer Rehabilitation Project
 - Project Contact: Karen Chew
 - Tel: (415) 458-5369
 - Project Contract Value: \$647,810.00
 - Project Description: Pipe Burst 1470 feet of sewer main pipeline at Lincoln Avenue from Paloma to Prospect Drive; remove and replace sewer manholes; install 6" lateral, fittings & connections; Install new 4" lateral two-way cleanout, sewer relief valve and cleanout box; replace curb and gutter, concrete sidewalk and driveway approaches, and 1752 sf of concrete road section; CCTV new sewer mains.
 - Current Status: Complete
 - Original Contract Start Date: 11/09/2016
 - Final Completion Date: 05/20/17
-

Agency /City: Treasure Island Community Development, LLC

- Project Title: AT&T Substructure Relocation Yerba Buena & Treasure Island
 - Project Contact: Kevin Arrow
 - Tel: (415) 344-8842
 - Project Contract Value: \$477,725.0
-

- Project Contact: Hae Won Ritchie
- Tel: (650) 991-8155
- Project Contract Value: \$496,850.00
- Project Description: Install new 1170' of 8" PVC water mains, abandon existing water mains, and connect 60ea 1" water services to new water main. Remove and replace concrete valley gutter and fire hydrants and apply slurry.
- Current Status: Complete
- Original Contract Start Date: 06/03/2016
- Final Completion Date: 09/16/16

Agency /City: City of Los Altos

- Project Title: WW-01001 (15-13) – Repair Maintenance Problem Areas
- Project Contact: Aida Fairman
- Tel: (650) 947-2603
- Project Contract Value: \$769,500.00
- Project Description: Replace 3000 feet of existing 6" and 8" VCP sewer mains with 8" PVC sewer mains using open cut trench method; reconnect 30 sewer laterals; modify 14 sanitary manholes; surface restoration associated with construction of lines.
- Current Status: Complete
- Original Contract Start Date: 05/23/2016
- Final Completion Date: 08/27/16

Agency /City: City of San Rafael

- Project Title: Lincoln Ave Sewer Improvement Project, Paloma Ave. to Prospect Dr.
- Project Contact: Karen Chew
- Tel: (415) 458-5369
- Project Contract Value: \$2,529,955.00
- Project Description: Excavation & Installation of 4141' of 12" PVC, 687' of 8" PVC & 75' of 6" PVC Sanitary Sewer Main, Service 132ea. New Sewer Laterals, Installation of Concrete Precast Manhole Structures & Associated Backfilling & Surface Restoration.
- Current Status: Complete
- Original Contract Start Date: 04/18/2016
- Final Completion Date: 2/09/17

Agency /City: City of Daly City

- Project Title: El Camino Real/ D St., First Ave. & Second Ave. Sewer Main Improvements
- Project Contact: Hae Won Ritchie
- Tel: (650) 991-8155
- Project Contract Value: \$804,382
- Project Description: Replace 1000' of 10" and 12" VCP with 15" PVC by open cut method. Replace 8" VCP with 174' of 10" HDPE by pipe bursting, replace 10" VCP with 876' of 12" HDPE by pipe bursting, and replace 12" VCP with 213' of 15" HDPE by pipe bursting. Reconnection of Sanitary Sewer Laterals, Installation of Concrete Precast Manhole Structures & Associated Backfilling & Surface Restoration.
- Current Status: Complete
- Original Contract Start Date: 03/21/2016
- Final Completion Date: 04/07/17

Agency /City: Burbank Sanitary District

- Project Title: #16-01, Arleta Ave and Irving Ave
- Project Contact: Ivy To

Agency /City: SFPUC

- Project Title: San Joaquin Pipeline # 1 Replacement Project - HH-979
- Project Contact: Michael Brennan
- Tel: (209) - 768-3245
- Project Contract Value: \$1,781,000.00
- Project Description: Excavation & Installation of 150LF x 66" WSP Pipe at San Joaquin Valve House, Removal & Isolation of Various Valves in Valve Houses along Alignment.
- Current Status: Completed June 2016
- Original Contract Start Date: 11/16/2015
- Final Completion Date: 06/11/2016

Agency /City: San Rafael Sanitation District

- Project Title: Sun Valley Sanitary Sewer Replacement Project - Phase I
- Project Contact: Ana Bernardes
- Tel: (415) 485 - 3361
- Project Contract Value: \$1,300,000
- Project Description: Excavation & Installation of 8" & 6" PVC Sanitary Sewer Main, Service Laterals, Installation of Concrete Precast Manhole Structures & Associated Backfilling & Surface Restoration.
- Current Status: Completed April 2016
- Original Contract Start Date: 09/28/2015
- Final Completion Date: 04/02/16

Agency /City: City of Pittsburg

- Project Title: 2014 Water Systems Improvements Project
- Project Contact: Mahta Khalatbari
- Tel: (925)-252-4930
- Project Contract Value: \$2,232,593.00
- Project Description: Excavation & Installation of 16" DIP, 12", 10", 8" & 6" PVC Water Main, Fire Hydrants, Water Services, Hot Taps and Associated Backfilling & Concrete Surface Restoration.
- Current Status: Completed April 2016
- Original Contract Start Date: 09/28/2015
- Final Completion Date: 04/23/16

Agency /City: City of Alameda

- Project Title: Facility Lateral Replacement Project No. P.W. 03-15-05
- Project Contact: Erin Smith
- Tel: (510)-747-7938 - Direct
- Project Contract Value: \$330,000.00
- Project Description: Excavation & Installation of 4" & 6" HDPE Sanitary Sewer Main by Pipe Bursting, All Compliance Testing & Associated Backfilling & Surface Restoration.
- Current Status: Completed September 2015
- Original Contract Start Date: 06/16/2015
- Final Completion Date: 09/28/15

Agency /City: County Sanitation District 2-3

- Project Title: Water Systems Improvements Project 2014
- Project Contact: Roger Palacpac - Mark Thomas & Company
- Tel: (408) 831-5443 direct
- Project Contract Value: \$299,000.00

- Final Completion Date: 09/05/2015

Agency /City: City of Daly City

- Project Title: Schwerin St & East Vista Ave Water Improvement Project
- Project Contact: Hae Won Ritchie
- Tel: (650) 991-8165
- Project Contract Value: \$1,002,000.00
- Project Description: Excavation & Installation of 12", 8" & 6" PVC Water Main, Fire Hydrants, 171# Water Services, Associated Backfilling & Surface Restoration including Slurry Sealing by Bond Blacktop.
- Current Status: Completed
- Original Contract Start Date: 02/07/2015
- Final Completion Date: 06/27/2015

Agency /City: City of Hayward

- Project Title: Mission Aqueduct Seismic Improvement Project
- Project Contact: Rod Schurman
- Tel: (510) 583-4719
- Project Contract Value: \$831,366.00
- Project Description: Construction of 800LF of 24" ERDIP Water Main Bypass Connections in Mission Blvd Fremont. Installation of 130LF of 24" Welded Steel Pipe & Connection to Existing 24" ERDIP. The project also consists of Installation of Bypass Valves, Fittings, Bypass System and Traffic Control & Surface Restoration.
- Current Status: Completed
- Original Contract Start Date: 03/02/2015
- Final Completion Date: 11/07/2015

Agency /City: City of San Carlos

- Project Title: 2014 Sewer Lateral Replacement Project C9617-14B
- Project Contact: Huy Nguyen
- Tel: (408) 615-3064
- Project Contract Value: \$417,000.00
- Project Description: Pipe Bursting Sanitary Sewer Laterals at 120# Locations at Various Locations in City of San Carlos. Backfilling & All Associated Surface Restoration including Post CCTV.
- Current Status: Completion February 2015
- Original Contract Start Date: 10/14/2014
- Final Completion Date: 02/01/2015

Agency /City: City of Santa Clara

- Project Title: Lafayette St UPRR Underpass Storm Drain Improvement
- Project Contract Value: \$264,000.00
- Project Contact: Scott Thach
- Tel: (650) 802-4198
- Current Status: Completed
- Original Contract Start Date: 10/01/2014
- Final Completion Date: 11/01/2014

Agency /City: City of San Jose

- Project Title: Echo Loop & Boulder Drive Sanitary Sewer Replacement Project
- Project Contact: Matt Newton
- Tel: (408) 930-0589

- Project Description: Trenching & Excavation For Installation of 18" HDPE Sewer Bypass Piping across Highway 101 On-Ramps & Off Ramps in the City of Palo Alto & Mountain View. Removal of Manhole Cones & all Backfilling & Street Restoration Works.
 - Original Contract Start Date: 05/15/2014
 - Final Completion Date: 05/30/2014
-

Agency /City: Santa Clara Valley Transportation Authority

- Project Title: Middlefield Utility Relocation Project, Mountain View. CA
- Project Manager: Liam Finnegan
- Superintendent: Fernando Reyes
- Agency Inspector: Nick Vukceovich
- Tel: (408)-464-7739
- Project Contract Value: \$71,500
- Project Description: Excavation & Installation of Fire Line & Associated Appurtenances. Backfill & Restoration Works in Compliance with City of Mountain View Building & Fire Department.
- Original Contract Start Date: 02/24/2014
- Final Completion Date: 06/03/2014

RANGER PIPELINES INC.

2013

Agency / City: City of Mill Valley

- Project Title: 2013 Street & Sewer Rehabilitation Project personnel
- Project Contract Value: \$2,375,000
- Ranger Project Manager: Liam Finnegan
- Ranger Superintendent: John McCormack
- Agency Project Manager: Ken Sinclair - Vail Cooper & Associates Inc.
- Tel:(209)-728-2345
- Project Description: Excavation & Installation of 6,000LF of 8" & 6" HDPE by Open Cut Excavation & Pipe Bursting. Reconnection & Installation of New 4" HPDE Sanitary Sewer Laterals. Excavation & Installation of New Precast Manholes & all Associated Restoration Works. Rehabilitation of Existing 10# Sanitary Sewer Manholes. Full Depth Street Rehabilitation & Surface Restoration on Various Streets in Mill Valley.
- Original Contract Start Date: 09/23/2013
- Final Completion Date: 02/01/2014

Agency / City: City of San Jose

- Project Title: #6901 Century Area / Pebbletree Sanitary Sewer Replacement Project
- Project Contract Value: \$700,000
- Ranger Project Manager: Liam Finnegan
- Ranger Superintendent: Tony Brisceno
- City Project Manager: Mellownie Salvador
- City Inspection: Brad Bjurman
- Tel:(408)-975-7448

- Original Contract Start Date: 04/9/2013
Final Completion Date: 3/4/2014
-

Agency / City: Insituform / City of San Jose

- Project Title: Moorpark-Meridian Trunk Sewer Rehab Phase III
 - Ranger Project Manager: Liam Finnegan
 - Ranger Superintendent: Liam Finnegan
 - City Project Manager: Spencer Boyer / Jani Nair
 - City Inspection: Brad Bjurman
 - Tel:(408)-975-7448
 - Project Contract Value: \$134,150
 - Project Description: Trenching & Excavation for Installation of 24" HDPE Temporary By-Pass Piping to Complete CIPP Lining on 36" VCP Sanitary Sewer Mains.
 - Original Contract Start Date: 02/1/2013
 - Final Completion Date: 4/1/20
-

Agency / City: Insituform / City of San Jose

- Project Title: Citywide On Call Small & Medium Diameter Sewer Lining
 - Project Manager: Spencer Boyer / Jani Nair
 - City Inspection: Brad Bjurman
 - Tel:(408)-975-7448
 - Project Contract Value: \$110,150
 - Project Description: Excavation & Installation of 6" & 8" VCP "Spot Repairs" at Various Locations in City of San Jose.
 - Original Contract Start Date: 09/1/2013
 - Final Completion Date: 10/1/2013
-

2012 - 2013

Agency / City: City of Palo Alto

- Project Title: Water Main Replacement Project 23 & 24
 - Ranger Project Manager: Liam Finnegan
 - Ranger Superintendent: Tony Brisceno
 - City Project Manager: Aleksandr Pishchik
 - Tel:(650) 566-4521
 - Project Contract Value: \$4,435,000
 - Project Description: Excavation & Installation of 5,500LF of 16", 250LF of 12", 1,400LF of 10", 12,500LF of 8", 6", 4", 12,500LF of 2" & 1 1/2" HDPE Pipe by means of "Horizontal Directional Drilling" & "Open Cut Excavation". Installation of AVK Gate Valves, 35#Fire Hydrant, Restraining Devices, Reconnection to Existing Water & Fire Services, Performing Water System Tie-Ins / Abandonment, Replacing Water Meters and Meter Boxes, Performing Hydrostatic Pressure / Leak Tests, Backfilling, Temporary Pavement & Final Restoration Works.
 - Original Contract Start Date: 07/23/2012
 - Final Completion Date: 5/30/2013
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Agency / City: City of San Jose

- Project Title: Installation of Large Trash Captures Devices - Selma Olinder Park, Olinder Park & William St, 7th St & Leo Ave.
 - Ranger Project Manager: Liam Finnegan
 - Ranger Superintendent: Martin Maher
 - City Project Manager: Mirabel Aguilar
 - City Inspection: Brad Bjurman
 - Tel:(408)-975-7448
-

- Ranger Superintendent: Sean Dolan
- City Project Manager: Philip Lee
- Tel:(510)-747-7942
- Project Contract Value: \$2,775,000
- Project Description: Excavation & Installation of 13,500LF of 8" & 6" SDR 26. Installation of 10,580LF of 4" HPDE Sanitary Sewer Laterals by "Pipe Bursting". Installation of 34# Precast Sanitary Sewer Manholes & all Associated Restoration Works.
- Original Contract Start Date: 11/07/2011
- Final Completion Date: 7/12/2012

Agency / City: Insituform / City of Los Altos

- Project Title: Sewer Collection System Upgrade, Project 12-10 & Annual Sewer Repair Project 12-04
- Ranger Project Manager: Liam Finnegan
- Ranger Superintendent: Tony Brisceno
- City Project Manager: Spencer Boyer / Aida Fairman
- Project Contract Value: \$61,000
- Project Description: Trenching, Excavation & Installation of Precast Manholes at Various Locations in City of Los Altos for Insituform to Complete CIPP Lining on 36" VCP Sanitary Sewer Mains.
- Original Contract Start Date: 09/1/2012
- Final Completion Date: 9/30/2012

2010 – 2012

Agency / City: UCSF

- Project Title: Mission Bay Utility Line Remediation, Phases 1 & 2, Mission Bay Civil & Cup Utilities, Surface Improvements – M5439F & M8448
- Ranger Project: Tom Grover
- Ranger Superintendent: Fernando Reyes
- Project Manager: Jacobs CEM / Cambridge Construction Managers
- Project Contract Value: \$15,435,000
- Project Description: M5439F – Excavation & Installation of Intricate Complex Systems required for the Removal & Replacement of 24", 12", 10", 8" & 6" Welded Steel Piping Servicing HTHWS & HTHWR, 120S, Chilled Water Piping Distribution Systems Passing through Existing Precast Mechanical Manholes along UCSF Missions Bay Rock Hall Building & Helen Diller Building. Furnished & Performed Major Manhole Piping Modifications & Manhole Replacements. Installation & Completion of all Electrical, Fiber & Communication works Associated with Piping System.
- M8448 – Excavation & Installation of Complex Shoring Systems required for the Installation of 24", 12", 10", 8" & 6" Welded Steel Piping Servicing HTHWS & HTHWR, 120S, Chilled Water Piping Distribution Systems Passing through new Cast In – Place Concrete Manhole Structures. Construction of all underground Civil Works associated with new Roadway Construction, Curb & Gutter, Hardscaping / Landscaping, Sidewalks & Surface Improvements including Street Lighting, Street Trees & Irrigation Works.
- Original Contract Start Date: 07/01/2010
- Final Completion Date: 12/1/2011

Agency / City: City of Palo Alto

- Project Title: Water Main Replacement Project 21 & 22
- Ranger Project Manager: Liam Finnegan
- Ranger Superintendent: Fernando Reyes
- City Project Manager: Aleksandr Pishchik
- Tel:(650) 566-4521
- Project Contract Value: \$5,525,000

- Final Completion Date: 6/01/2008
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Agency / City: San Francisco PUC

- Project Title: East West Transmission Main
- Ranger Project Manager: Michael Kirwan
- Ranger Superintendent: Fernando Reyes
- City Project Manager: Kevin Barteaux
- Project Contract Value: \$23,003,949
- Project Description: Excavation & Installation of 4 Miles of 42" & 36" Welded Steel Pipe. Furnished & Installed Butterfly Valves, Air Release Valves, Blow-Offs & Bypass Systems. Completion of 2# Jack & Bores at Major Street Intersections. Installing Cathodic Protection Systems & All Related Site Works & Traffic Control Measures.
- Original Contract Start Date: 02/01/2007
- Final Completion Date: 03/21/2011

Key Personnel:

- 1) **Name:** Fernando Reyes
- 2) **Position:** Superintendent / Foreman
- 3) **Construction Experience:** 20 + Years – Ranger Pipelines & Cratus Inc. - Current
- 4) **Education:** Competent Person Certified, Confined Space Certified, OSHA 10Hr & OSHA 30 Certified
- 5) **Experience Directly Related to the Project:** As described here in
- 6) **Fluency in English:** Yes

CRATUS INC.

CRATUS INC. - 2013 – To Present

Owner/ Secretary

Superintendent

Agency /City: Treasure Island Community Development, LLC

- Project Title: Treasure Island Avenue C LPW Extension
- Contact: Tom Gunther - DeSiliva Gates
- Tel: (520) 414-5323
- Project Contract Value: \$ 225,000.00
- Project Description: Installation of 350 lf of 12" DIP water main by open cut method. Installation of 1ea double 6-inch meter assembly & 2ea of 8-inch backflows
- Current Status: On Going
- Original Contract Start Date: 01/24/2022
- Final Completion Date: On Going

Agency /City: San Francisco Public Utilities Commission

- Project Title: 8" DIP and 24" Earthquake Resistant DIP WM Inst. on Prospect, Fair and Coso Ave & Coleridge St WD-2718
- Project Contact: Brian Barry
- Tel: (415) 260-3515
- Project Contract Value: \$ 8,090,530.00
- Project Description: Installation 4,300 lf of 4-, 6-, 8-, 12- and 24" DIP and 3,200 lf of 24" ERDIP pipe by open cut method, Installation 1,430 lf of 1" service by trenchless method, 1,270 lf of 1" & 2 "service by open cut method.
- Current Status: On Going
- Original Contract Start Date: 03/07/2022
- Final Completion Date: On Going

Agency /City: San Francisco Public Utilities Commission

- Project Title: Sunol Regional Wilderness Park Water System Improvements WD-2865
- Project Contact: Alisha Reinhardt
- Tel: (415) 554-1527
- Project Contract Value: \$ 2,274,039.05

- Tel: (925) 808-9971
- Project Contract Value: \$ 3,315,673.00
- Project Description: Replacement of approximately 3,481 lf of 2", 3" and 4" existing hot water piping, 3,726 lf of 2", 3", 4", 6" and 8" existing cold-water piping by open cut method.
- Current Status: Complete
- Original Contract Start Date: 03/01/2021
- Final Completion Date: 12/28/2021

Agency /City: City of Larkspur

- Project Title: Corte Alejo Storm Drain Improvement Project, 11-047
- Project Contact: Alvin Tan
- Tel: (415) 496-2403
- Project Contract Value: \$ 998,288.91
- Project Description: Installation of approximately 451 LF of 24" Class 1 HDPE storm drain pipe, 466 LF of 18" HDPE storm drain pipe by open cut method. 624 LF of 18" HDPE storm drain pipe by HDD method.
- Current Status: Complete
- Original Contract Start Date: 10/12/2020
- Final Completion Date: 01/21/2021

Agency /City: San Francisco Public Utilities Commission

- Project Title: Mission Street, 16th to Cesar Chavez, Brick Sewer Rehabilitation WW-703
- Project Contact: Ricardo Trejo
- Tel: (415) 919-8084
- Project Contract Value: \$ 5,531,040.38
- Project Description: Rehabilitation 3,995 lf of 3'x5' and 3'x4'6" brick sewer by CIPP method. Installation of 10ea concrete maintenance holes.
- Current Status: Complete
- Original Contract Start Date: 02/08/2021
- Final Completion Date: 11/24/2021

Agency /City: San Francisco Public Utilities Commission

- Project Title: 8-Inch Ductile Iron Water Main Replacement on Casitas Avenue WD-2842
- Project Contact: Daniel Y Chen
- Tel: (415) 239-9750
- Project Contract Value: \$ 3,891,709.00
- Project Description: Installation of approximately 7,400 lf of 4-, 6- and 8-inch DI tyton joint pipe, Installation 1,100 lf of 1" service by trenchless method, 1,500 lf of 1" service by open cut method.
- Current Status: Complete
- Original Contract Start Date: 04/05/2021
- Final Completion Date: 03/12/2022

Agency /City: City of Burlingame Public Works

- Project Title: Burlingame Avenue Storm Drainage Improvement (No. 85900)
- Contact: Kevin Okada
- Tel: (650) 558-7213
- Project Contract Value: \$ 895,379.00
- Project Description: Installation of approximately 1,995 lf of 12" storm drain by open cut, 10 ea storm drain maintenance holes

- Tel: (510) 981-6407
- Project Contract Value: \$ 2,665,078.00
- Project Description: Installation of approximately 2,104 lf of 6", 8", 12" & 20" PVC & PVC C900 sewer by open cut method, 3,047 lf of 6" & 8" sewer by pipe bursting method, 1,529 lf of 6" & 8" DIP sewer by CIPP method, and 1,362 lf of 4" & 6" sewer laterals. Installation of 8ea new manhole, 136ea two-way clean out, and modification of 69ea manhole. Reconnection of 135ea lateral.
- Current Status: Complete
- Original Contract Start Date: 03/20/2020
- Final Completion Date: 09/26/2020

Agency /City: City of San Jose

- Project Title: 8976 – North First Street Parallel Main- Phase IV
- Contact: Darwin Lasat
- Tel: (408) 794-6770
- Project Contract Value: \$ 1,418,533.75
- Project Description: Installation 3,550 LF of 12" ductile iron pipe water main by open cut method. 18ea. water services.
- Current Status: Complete
- Original Contract Start Date: 10/30/2019
- Final Completion Date: 09/19/2020

Agency /City: City of Santa Clara

- Project Title: Sanitary Sewer Condition Assessment Repairs Project - Phase 1 (CE 18-19-08)
- Contact: Kaveh Forouhi
- Tel: (408) 615-3064
- Project Contract Value: \$ 2,367,875.61
- Project Description: Rehabilitation approx. 4,358 LF of 8" to 30" CIPP sewer. Installation approx. 737 LF of 8" HDPE sewer by pipe bursting method.
- Current Status: Complete
- Original Contract Start Date: 11/13/2019
- Final Completion Date: 09/19/2020

Agency /City: Vallejo Flood & Wastewater District

- Project Title: Mare Island Way Sanitary Sewer Rehabilitation Project (CWM018)
- Contact: Natalie Muradian
- Tel: (707) 558-3416
- Project Contract Value: \$ 1,552,921.09
- Project Description: Rehabilitation approx. 566 lf of 36" CIPP sewer. Installation approx. 298 lf of 8", 36", 42", and 48" sewer by open cut method.
- Current Status: Complete
- Original Contract Start Date: 09/09/2019
- Final Completion Date: 02/01/2020

Agency /City: City of Burlingame Public Works

- Final Completion Date: 10/03/2020

Agency /City: Central Contra Costa Sanitary District

- Project Title: South Orinda Sewer Renovations, Phase 7 - District Project No. 8454
- Project Contact: Will Grant
- Tel: (925) 229-7189
- Project Contract Value: \$ 2,862,852.25
- Project Description: Rehabilitate and construct approximately 9,241 LF of sanitary sewer pipeline; 1,952 LF of 8" and 15" PVC & PVC C900 by open cut method, 3,537 LF of 8" HDPE by pipe bursting method, 3,752 LF of 8" sewer pipe by CIPP.
- Current Status: Complete
- Original Contract Start Date: 05/29/2019
- Final Completion Date: 02/22/2020

Agency /City: Ross Valley Sanitary District

- Project Title: Large Diameter Gravity Sewer II - 3B – Lower Shady Lane/Poplar Avenue
- Project Contact: Katherine Hayden
- Tel: (415) 259-2949
- Project Contract Value: \$ 4,959,215.00
- Project Description: Rehabilitate and construct approximately 4,355 LF of sanitary sewer main; 2,635 LF of 8", 10" 16" and 24" PVC sewer by open cut method, 200 LF of 8" sewer by horizontal directional drilling method, 1,520 LF - 21" sewer by CIPP. Construction of a double barrel inverted siphon which entails installation of 6" and 18" HDPE sewer mains inside a 36" diameter steel casing installed by jack and bore, open cut construction to connect the siphon pipes to existing sewers, and open cut construction of a short 20" diameter air jumper. Rehabilitate or construct 16ea manhole.
- Current Status: Complete
- Original Contract Start Date: 06/03/2019
- Final Completion Date: 08/29/2020

Agency /City: City of Clayton

- Project Title: El Molino SS Improvement Project - CIP 10422
- Project Contact: Scott D. Alman
- Tel: (925) 969-8181
- Project Contract Value: \$ 453,810.00
- Project Description: Rehabilitate or replace approximately 1,446 LF sewer pipeline: 149' LF of 8" & 10" HDPE and DI Pipe by open cut method and 1,297 LF of 6" & 8" HDPE by pipe bursting method.
- Current Status: Complete
- Original Contract Start Date: 05/13/2019
- Final Completion Date: 11/01/2013

Agency /City: Central Contra Costa Sanitary District

- Project Title: Lafayette Sewer Renovations, Phase 13 - District Project No. 8452
- Project Contact: Damasio Zepeda Aragon
- Tel: (925) 229-7332
- Project Contract Value: \$ 3,075,320.00
- Project Description: Renovation of approximately 11,041 LF of Sewer Main; 2,633 LF of 8" PVC & PVC C900 by open cut method, 3,110 LF of 6" & 8" HDPE by pipe bursting method, 694 LF of 12" HDPE by slip lining method. 4,049 LF - 8"12"15" CIPP. 555 LF of 8" direct bury. 23ea Manholes.

- Project Title: A2 Priority Projects – Phase 1
- Project Contact: Christopher Dacumos
- Tel: (650)375 - 7508
- Project Contract Value: \$1,748,839.00
- Project Description: Rehabilitate or replace approximately 3579 LF; 1441 LF - 12" to 24" HDPE Storm drain pipe and 2140 LF - 12" to 30" CMP by CIPP on Laurent Rd, Chateau Dr, Darrell, Rd, Crystal Springs Rd, Buckingham Way, Lakeview, Hillsborough, CA
- Current Status: Complete
- Original Contract Start Date: 09/20/18
- Final Completion Date: 03/16/2019

Agency /City: City of San Mateo

- Project Title: Basin 1A Collection System Improvement
- Project Contact: Carl Begley
- Tel: (979) 824-9321
- Project Contract Value: \$6,335,080.00
- Project Description: Installation of approximately 4,400 feet of new sewer pipe sizing from 15" to 24" in diameter
- Current Status: Complete
- Original Contract Start Date: 11/04/18
- Final Completion Date: 09/21/2019

Agency /City: City of San Jose

- Project Title: 6724 – Rincon Avenue – Virginia Avenue Sanitary Sewer Improvement
- Project Contact: Alice Arevalo
- Tel: (408)535-8303
- Project Contract Value: \$4,357,130.00
- Project Description: Remove and Replace Sanitary Sewer mains and manholes
- Current Status: Complete
- Original Contract Start Date: 10/09/18
- Final Completion Date: 05/11/2019

Agency /City: City of Belmont

- Project Title: Shoreway Sewer Replacement Project
- Project Contact: Diane Van Zant
- Tel: (650) 595-7460
- Project Contract Value: \$1,857,460.00
- Project Description: Eliminate sanitary sewer pump station and convert sewer force main to gravity line
- Current Status: Complete
- Original Contract Start Date: 09/04/18
- Final Completion Date: 03/14/2019

Agency /City: Central Contra Costa Sanitary District

- Project Title: North Orinda Sewer Renovations, Phase 7, District Project 8433
- Project Contact: Mark Wenslawski
- Tel: (925) 957 - 7619
- Project Contract Value: \$3,306,370.00
- Project Description: Renovation of approximately 8600 LF of Sewer Main; HDPE and PVC type pipes installed by Open cut, CIPP, Pipe bursting, Direct burry, and Pipe reaming methods.

Agency /City: City of Berkeley

- Project Title: Sanitary Sewer Rehabilitation Project – Haste Street
- Project Contact: Ricardo Salcedo
- Tel: (510) 981-6407
- Project Contract Value: \$5,535,232.00
- Project Description: 16" - 18" - 4,800' – Sewer.6"-18" - 6,000 LF - Sewer 4,800' of 16" to 18" SS by Pipe bursting, 6,000 LF 6-18" by Open Cut, 5,900 LF of sewer Lateral
- Current Status: Complete
- Original Contract Start Date: 12/04/17
- Final Completion Date: 12/22/2018

Agency /City: City of San Jose

- Project Title: 8383 – Cast Iron Sewer Replacement Project FY 16-17 Package Iv
- Project Contact: Alice Arevalo
- Tel: (408)535-8303
- Project Contract Value: \$1,127,268.00
- Project Description: 6" - 600 LF – Sewer - Removal of 6" CIP and the installation of 600 LF 6" DIP
- Current Status: Complete
- Original Contract Start Date: 11/18/17
- Final Completion Date: 03/10/18

Agency /City: City of Burlingame Public Works

- Project Title: South Rollins Rd, Utility Improvements – Phase 1
- Project Contact: Lisha Mai
- Tel: (650) 558-7239
- Project Contract Value: \$2,614,580.00
- Project Description: 8" - 3,840 LF – Water, 10" - 250 LF – Sewer - 3840 LF of new water main with services and fire connection and 250 LF of new sewer main with laterals and MH
- Current Status: Complete
- Original Contract Start Date: 9/25/17
- Final Completion Date: 03/08/18

Agency /City: San Rafael Sanitation District

- Project Title: La Crescenta Way, Loma Linda Rd, Marina Blvd Sewer Improvement Project
- Project Contact: Doris Toy
- Tel: (415) 485-3484
- Project Contract Value: \$663,734.00
- Project Description: 12" - 221' – Sewer, 8" - 716' – Sewer Pipe Bursting Sanitary Sewer Mains in both Easements and Streets. Install 221' of 12" PVC and 716' of 8" PVC sewer
- Current Status: Complete
- Original Contract Start Date: 07/24/17
- Final Completion Date: 12/30/17

Agency /City: Union Sanitary District

- Project Title: Force Main Corrosion Repairs Project Phase 1 – Project No. 800-491
- Project Contact: Raymond Chau
- Tel: (510) 477-7606
- Project Contract Value: \$821,000.00

- Project Contract Value: \$1,360,840.00
- Project Description: Remove existing 6" VCP and replace with 173' of 8" HDPE by open cut. Replace existing 6" VCP and replace with 3,200' of 8" and 10" HDPE via pipe bursting. Remove sages and joint offsets for pipe bursting repairs and reconnect 106ea. existing laterals to new sewer.
- Current Status: Complete
- Original Contract Start Date: 06/16/17
- Final Completion Date: 12/27/17

Agency /City: City of Hayward

- Project Title: Trash Capture Device Installation on Patrick Ave
- Project Contact: Tay Nguyen
- Tel: (510) 583-4715
- Project Contract Value: \$225,000.00
- Project Description: Install one city owned trash capture CDS and diversion box unit followed by backfill and compaction of pit. Install and grout inlet/outlet pipes and install cover slabs.
- Current Status: Complete
- Original Contract Start Date: 5/3/17
- Final Completion Date: 06/22/17

Agency /City: Central Contra Costa Sanitary District

- Project Title: Walnut Creek Sewer Renovations, Phase 11
- Project Contact: Mark Wenslawski
- Tel: (925) 957-7619
- Project Contract Value: \$2,698,85.00
- Project Description: Install 5,400' of 8" and 10" PVC by open cut. Install 1,400' of 8" HDPE by pipe burst and rehab 1,900' of 8" pipe with CIPP. Furnish and install 23ea. standard manholes and modify 16ea. manholes. Repair pipeline sages not shown on the project documents and reconnect active house sewer laterals.
- Current Status: Complete
- Original Contract Start Date: 5/17/17
- Final Completion Date: 09/15/17

Agency /City: Delta Diablo Engineering Services

- Project Title: 2016 Pittsburg Sewer Rehabilitation Project
- Project Contact: Sean Williams
- Tel: (925) 756-1926
- Project Contract Value: \$559,150.00
- Project Description: Install 1100' of new 8" recycled water main line for the Buckley Square recycled waterline. Remove and replace 2ea. 18" butterfly valves on the Pittsburg-Antioch Highway. Install 62' of 6" PVC recycled water pipe, 5ea. 10" gate valves and CCTV 4,900' along Power Ave.
- Current Status: Complete
- Original Contract Start Date: 3/28/17
- Final Completion Date: 06/30/17

Agency /City: East Palo Alto Sanitary District

- Project Title: San Francisquito Siphon Replacement – Phase I
- Project Contact: Jason Feudale
- Tel: (650) 344-9901

- Final Completion Date: 4/30/17

Agency /City: City of San Jose

- Project Title: 7487 – Tennant Avenue Sanitary Sewer Replacement
- Project Contact: Mellownie Salvador
- Tel: (408) 793-4168
- Project Contract Value: \$939,783.00
- Project Description: Removal and replacement of approximately 3,650 linear feet of 6-inch Ductile and Cast Iron sanitary sewer pipe (DIP and CIP) with like diameter Ductile Iron Pipe (DIP) and replacement or rehabilitation of 25 manholes. Reconnect approx. 100ea sewer laterals & perform surface restoration.
- Current Status: Complete
- Original Contract Start Date: 10/26/16
- Final Completion Date: 06/21/2017

Agency /City: City of Burlingame Public Works

- Project Title: El Camino Real Water Main Improvement
- Project Contact: Lisha Mai
- Tel: (650) 558-7239
- Project Contract Value: \$1,647,620.00
- Project Description: Replace approx. 3,200 LF of cast iron pipe with new 6-inch to 10-inch ductile pipe; remove, dispose, and replace new water meter boxes; test waterlines for E. Coli and total coliforms and disinfect; dispose of contaminated soils; install 5/8" to 2" customer side water service type K copper tubing; remove and install new fire hydrant assemblies.
- Current Status: Complete
- Original Contract Start Date: 10/03/16
- Final Completion Date: 04/04/17

Agency /City: City of Daly City

- Project Title: Rice Street & Wilson Street Water Main Improvements
- Project Contact: Hae Won Ritchie
- Tel: (650) 991-8155
- Project Contract Value: \$496,850.00
- Project Description: Install new 1170' of 8" PVC water mains, abandon existing water mains, and connect 60ea 1" water services to new water main. Remove and replace concrete valley gutter and fire hydrants and apply slurry.
- Current Status: Complete
- Original Contract Start Date: 06/03/2016
- Final Completion Date: 09/16/16

Agency /City: City of Los Altos

- Project Title: WW-01001 (15-13) – Repair Maintenance Problem Areas
- Project Contact: Aida Fairman
- Tel: (650) 947-2603
- Project Contract Value: \$769,500.00
- Project Description: Replace 3000 feet of existing 6" and 8" VCP sewer mains with 8" PVC sewer mains using open cut trench method; reconnect 30 sewer laterals; modify 14 sanitary manholes; surface restoration associated with construction of lines.
- Current Status: Complete
- Original Contract Start Date: 05/23/2016

Sewer- Replace 12" with 30' of new 15" SDR26, replace 12" with 300' of new 18" SDR26, replace 15" with 1040' of new 18" SDR26, replace 15" with 325' of new 21" SDR26 (open cut). Install 1115' of new 24" HDPE via pipeburst. Install 1780' of 12" CIPP.

Water- Install 2,260' of new 12" and 545' of new 6" water main. Connect 25ea. new copper water services.

- Current Status: Completed December 2016
- Original Contract Start Date: 04/13/2016
- Final Completion Date: 12/29/16

Agency /City: City of Sausalito

- Project Title: Urgent Two-Glen Court Sewer Replacement
- Project Contact: Andrew Davidson
- Tel: (415) 289-4180
- Project Contract Value: \$198,845.00
- Project Description Replace 247' of existing sanitary sewer with 6" HDPE via pipe bursting and 60' of 6" PVC by open cut installation, replacement of existing manholes, replacement of existing lower sewer laterals and installation of cleanouts, construction of shored excavations related to the work, traffic control, storm water pollution prevention, dewatering, bypass pumping, pavement replacement and repair, grading and other miscellaneous work needed to restore areas disturbed by the construction back to original condition
- Current Status: Completed, April 2016
- Original Contract Start Date: 02/01/2016
- Final Completion Date: 04/01/2016

Agency /City: City of Berkeley

- Project Title: SS Rehab – Parker St, Warring St, Codornices Rd, & Euclid Ave.
- Project Contact: Tiffany Pham
- Tel: (510) 981-6427
- Project Contract Value: \$546,672.00
- Project Description: Excavation & installation of 220 linear feet of 8" & 6" HDPE sanitary sewer main by pipe bursting & 1,052 linear feet by open cut excavation, replacement of 450 linear feet of 4" & 6" sanitary sewer laterals, installation of concrete precast manhole structures & associated backfilling & surface restoration.
- Current Status: Completed, April 2016
- Original Contract Start Date: 01/21/16
- Final Completion Date: 04/12/16

Agency /City: SFPUC

- Project Title: San Joaquin Pipeline # 1 Replacement Project - HH-979
- Project Contact: Michael Brennan
- Tel: (209) - 768-3245
- Project Contract Value: \$1,781,000.00
- Project Description: Excavation & Installation of 150LF x 66" WSP Pipe at San Joaquin Valve House, Removal & Isolation of Various Valves in Valve Houses along Alignment.
- Current Status: Completed June 2016
- Original Contract Start Date: 11/16/2015
- Final Completion Date: 06/11/2016

- Tel: 415-435-738
- Project Contract Value: \$400,000.00
- Project Description: Excavation & Installation of 24", 18", and 12" HDPE Storm Drains by Open Cut Excavation, Installation of Concrete Precast Manhole Structures & Associated Backfilling & Surface Restoration.
- Current Status: Completed
- Original Contract Start Date: 08/3/15
- Final Completion Date: 11/07/15

Agency /City: West Bay Sanitation District

- Project Title: Sausal Pump Station Project - Phase I
- Project Contact: Bill Kitajima
- Tel: (650) 321- 4265
- Project Contract Value: \$1,049,000.00
- Project Description: Excavation & Installation of 10", 8" & 6" PVC Sanitary Sewer Main & Force Main, Service Laterals Reconnects, Installation of Concrete Precast Manhole Structures & Associated Backfilling & Surface Restoration.
- Current Status: Completed
- Original Contract Start Date: 07/15/15
- Final Completion Date: 04/2/16

Agency /City: City of San Jose

- Project Title: #7462 Misc Sanitary Sewer Replacement Project - Package III
- Project Contact: Ruben Flores
- Tel: (831) 261-9214
- Project Contract Value: \$565,000.00
- Project Description: Excavation & Installation of 8" & 6" Sanitary Sewer Main, Service Laterals Reconnects, Installation of CIPP Liner & Associated Backfilling & Surface Restoration.
- Current Status: Completed
- Original Contract Start Date: 04/30/2015
- Final Completion Date: 09/5/2015

Agency /City: City of San Jose

- Project Title: #7571 Misc Sanitary Sewer Replacement Project - Package I
- Project Contact: Ruben Flores
- Tel: (831) 261-9214
- Project Contract Value: \$876,000.00
- Project Description: Excavation & Installation of 8" & 6" Sanitary Sewer Main, Service Laterals Reconnects, Installation of CIPP Liner & Associated Backfilling & Surface Restoration.
- Current Status: Completed
- Original Contract Start Date: 05/14/2015
- Final Completion Date: 09/05/2015

Agency /City: City of Daly City

- Project Title: Schwerin St & East Vista Ave Water Improvement Project
- Project Contact: Hae Won Ritchie
- Tel: (650) 991-8165
- Project Contract Value: \$1,002,000.00

- Current Status: Completed
- Original Contract Start Date: 08/30/2014
- Final Completion Date: 10/01/2014

Agency /City: City of San Carlos

- Project Title: Sewer Condition Assessment Repair Project C9617-14
- Project Contact: Huy Nguyen
- Tel: (650) 802-4198
- Project Contract Value: \$118,000.00
- Project Description: Excavation & Installation of 6" VCP Spot Repair at Various Locations, Installation of CIPP Lining by Nor-Cal Pipelines.
- Current Status: Completed
- Original Contract Start Date: 09/30/2014
- Final Completion Date: 12/01/2014

Agency /City: City of Lafayette

- Project Title: Buckeye Fields Sanitary Sewer Force Main Connections
- Project Contact: Ron Lefler
- Tel: (925)-299-3214
- Project Contract Value: \$99,000.00
- Project Description: Installation of E/One Pumps, Sanitary Sewer Force Main Piping, Electrical Connections for City of Lafayette & CCCSD, Concrete Structures & All Restoration Works.
- Current Status: Completed
- Original Contract Start Date: 08/15/2014
- Final Completion Date: 08/30/2014

Agency /City: Vallejo Sanitation & Flood Control District

- Project Title: 2013 - 2014 Lower Lateral Rehabilitation Project (Pipe Bursting) & 2014 Lower Lateral Replacement Project (Open Cut)
- Project Manager: Liam Finnegan
- Superintendent: Fernando Reyes
- Agency Inspector: Mike Monahan
- Tel: (707)-644-8949 x-232
- Project Contract Value: \$700,000.00
- Project Description: Excavation & Replacement of Sanitary Sewer Lower Laterals at Various Location in the City of Vallejo, including all backfilling & Street Restoration Works.
- Original Contract Start Date: 04/21/2014
- Final Completion Date: 10/30/2014

Agency /City: Insituform Technologies / City of Los Altos

- Project Title: Sewer Collection System Upgrade, Project 13-10 & Annual Sewer Repair, Project, 13-04
- Project Manager: Liam Finnegan
- Superintendent: Fernando Reyes
- Agency Inspector: Cory Wagner
- Tel: (707) 330-3467
- Project Contract Value: \$300,000.00

providing traffic control measures, providing final pavement restoration, complete preparation for approximately 200 service transfers.

April 2013 – September 2013

Agency / City: Ross Valley Gravity Sewer Group A – FY 2014

Project Title: Ross Valley Gravity Sewer Rehabilitation Project

- Ranger Project Manager: Diarmaid Foley
- Ranger QC/QA Manager: Diarmaid Foley
- Ranger Superintendent: Fernando Reyes
- Agency Project Manager: Harris & Associates
- Agency Inspector: Tom Michael
- Project Contract Value: \$1,186,000
- Project Description: Rehabilitation of Approx. 8,500LF of 8” & 6” Sanitary Sewer Main Using a Tight Fit Liner System, Cured in Place (CIPP) Lining Method. Excavation & Completion of Spot Repairs at 25# Locations throughout the Marin County. Installation of 8” & 6” VCP, Clean Outs Boxes, Connection & Installation of Sanitary Sewer Laterals & Completion of CCTV Inspection of Sanitary Sewer Main. Completion of All Pavement & Associated Restoration Work.

February 2011 – April 2013

Agency / City: San Francisco PUC

Project Title: Crystal Springs Pipeline # 2 Replacement Project

- Ranger Project Manager: Michael Kirwan
- Ranger QC/QA Manager: Michael Kirwan
- Ranger Superintendent: Fernando Reyes
- PUC Project Manager: Jim Wang
- Agency Inspector: Steven T. Martin
- Tel: (415)-694-3161
- Project Contract Value: \$34,138,706
- Project Description: Installation of 1.3 miles of 60” Welded Steel Pipe at 12 locations along Crystal Springs Pipelines No.2 (CSPL2) by Open Cut Excavation, Excavation of Jacking & Receiving Pits along El Camino Real in the City of Millbrae and the City of Burlingame in conjunction with the Installation of 3.5 miles of 48” Welded Steel Pipe by Slip-lining Method. Relocation of 0.3 miles of 60” Welded Steel Pipe in City of South San Francisco. Reconfiguring, Removing and Retrofitting Pipe Support Piers at 2# San Mateo Creek Crossings, Recoating, Repainting and Screening of Exposed CSPL2 at 6# Locations along the Alignment, Installing and Replacement of the Cathodic Protection System at 9# Sites.

October 2010 – December 2011

Agency / City: UCSF

Project Title: Mission Bay Utility Line Remediation, Phases 1 & 2, Mission Bay Civil & Cup Utilities. Surface Improvements – M5439F & M8448

- Ranger Project Manager: Tom Grover / Liam Finnegan
- Ranger Superintendent: Fernando Reyes
- Agency Project Manager: Jacobs CEM / Cambridge Construction Managers

Corrosion Control & SCADA Control Systems. Completion & Supervision of 8# Trenchless Crossings by Jack & Bore, Micro-Tunneling.

June 2008 – November 2009

Agency / City: Zone & Water Agency – City of Livermore

Project Title: Altamont Pipeline Project – Livermore Reach

- Ranger Project Manager: John Nolan / Liam Finnegan
- Ranger Superintendent: Fernando Reyes
- Agency Project Manager: Harris & Associates – Craig Pyle
- Project Contract Value: \$22,800.00
- Project Description: Excavation & Installation of 27,000LF of 36" & 42" Welded Steel Pipe from Vasco Rd Rate Control Station to Airways Drive in the City of Livermore. Furnished & Installed 42" & 36" Butterfly Valves. Excavation & Completion of 1# 60" Micro Tunnel under Highway 580 & 2# 48" Jack & Bores. Installation of Cathodic Protection Measures via Rectifiers. Construction of 2# Rate Control Stations & Water System Crossovers. Completion of Street Surface Restoration throughout the project Alignment.

October 2007 – June 2008

Agency / City: City of Palo Alto

Project Title: Gas Main Replacement Project 16 & 17

- Ranger Project Manager: Liam Finnegan
- Ranger Superintendent: Fernando Reyes
- City Project Manager: Aleksandr Pishchik
- Tel: (650)-566-4521
- Project Contract Value: \$4,218,000
- Project Description: Excavation & Installation of 7,500LF of 6", 5,800 of 4", 14,700 of 2" HDPE Gas Piping by means of "Horizontal Directional Drilling" & "Open Cut Excavation", Installation of AVK Full Port Valves, Installation of 600# Residential & Commercial Gas Services. Performing Leak Tests, GPS & As Built Survey Collection, Backfilling, Temporary Pavement & Final Restoration Works

February 2007 – March 2011

Agency / City: San Francisco PUC

Project Title: East West Transmission Main

- Ranger Project Manager: Michael Kirwan
- Ranger Superintendent: Fernando Reyes
- City Project Manager: Kevin Barteaux
- Project Manager: Kevin Barteaux
- Project Contract Value: \$23,003,949
- Project Description: Excavation & Installation of 4 Miles of 42" & 36" Welded Steel Pipe. Furnished & Installed Butterfly Valves, Air Release Valves, Blow-Offs & Bypass Systems. Completion of 2# Jack & Bores at Major Street Intersections. Installing Cathodic Protection Systems & All Related Site Works & Traffic Control Measures

March 2004 – November 2004

Agency / City: South San Joaquin Irrigation District

Project Title: South San Joaquin Irrigation District Water Supply Program Water Transmission

- Ranger Foreman: Fernando Reyes
- Project Contract Value: \$8,357,321.00
- Project Description: Excavation & Installation of 30,700LF of 54", 100LF of 48" Welded Steel Pipe, Valves etc.

October 2003 – March 2004

Agency / City: City of Burlingame

Project Title: Burlingame Park Subdivision and Balboa/ Carmelita/ Drake/ Capuchino Easement Sewer Rehabilitation

- Ranger Superintendent: Fernando Reyes
- Project Contract Value: \$1,266,620.00
- Project Description: Installation of 8", 6" HDPE by means of "Pipe Bursting", Rehabilitation of Existing Sanitary Sewer Mains by means of "CIPP", Installation of Precast Sanitary Sewer Manholes, Placement of Concrete Sidewalk, Driveways, Curb & Gutter Abandonment of Sewer Main, and Laterals & Manholes.

July 2003 – October 2003

Agency / City: South County Regional Water Authority and Santa Clara Valley Water District Recycled Water Partnership

Project Title: Sch A: Stage 1 Facilities Pipeline Rehabilitation, Sch B: Miller Slough Extension

- Ranger Superintendent: Fernando Reyes
- Project Contract Value: \$1,573,000.00
- Project Description: Excavation & Installation of 5 Miles of 12" Recycled Water Pipeline, Valves, Turnouts, Meters Sets & Sampling Test Stations.

May 2003– July 2003

Agency / City: UCSF

Project Title: Mission Bay Campus Utilities & Civil work Infrastructure- Overall Campus Utilities

- Ranger Superintendent: Fernando Reyes
- Project Contract Value: \$800,000
- Project Description: Excavation & Installation of Welded Steel Piping Servicing HTHWS & HTHWR, 120S, Chilled Water Piping Distribution Systems Passing through Existing Precast Mechanical Manholes. Furnished & Performed Major Manhole Piping Modifications & Manhole Replacements. Installation & Completion of all Electrical, Fiber & Communication works Associated with Piping System.

February 2003 – May 2003

- Ranger Foreman: Fernando Reyes
 - Project Contract Value: \$836,196.00
 - Project Description: Installation of 6,500LF of Fiber Optic Conduits by means of Horizontal Directional Drilling.
-

September 2000 – March 2001

Agency / City: Pajaro Valley Water Management Agency

Project Title: Coastal Distribution Water Supply Project

- Ranger Foreman: Fernando Reyes
 - Project Contract Value: \$3,397,589.00
 - Project Description: Excavation & Installation of 36", 20", 14" & 12" Water Distribution Pipelines. Installation of 36" Welded Steel Pipe by means of "Microtunnelling".
-

February 2000 – September 2000

Agency / City: Fluor Daniel Telecom

Project Title: Level 3 Mountain View Sunnyvale

- Ranger Foreman: Fernando Reyes
 - Project Contract Value: \$3,200,000.00
 - Project Description: Installation of Telecommunications System for Level 3 Communications. Installed Approximately 21,000LF of Multicarrier Duct Structure by Open-Cut and Horizontal Directional Boring.
-

October 1999 – February 2000

Agency / City: Russian River County Water District

Project Title: Hacienda Assessment District

- Ranger Foreman: Fernando Reyes
 - Project Contract Value: \$1,338,341.00
 - Project Description: Installation of 14,000LF of 6" DIP Water Main & 5,000LF of Associated 2" Copper Water Services.
-

July 1999 – October 1999

Agency / City: City of Santa Clara

Project Title: Water Line & Fiber Optic Conduit System

- Ranger Foreman: Fernando Reyes
- Project Contract Value: \$2,068,000.00
- Project Description: Construction of a 24" & 12" Water Distribution Pipelines, Appurtenances, Jack & Bore Casing Installations, Installation of Conduit & Fiber Optic Ducts, Earthworks, Grading, Pavement Restoration, Striping.

February 1999 – July 1999

Agency / City: Camp Meeker Recreation & Park District Sonoma County

Project Title: Camp Meeker Water System Water Distribution Project

ATTACHMENT A – Statement of Qualification Questionnaire – Document 4513

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Instructions to Bidders and Statement of Qualifications. Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

**CONTACT
INFORMATION**

Company Name:

Nada Pacific Corporation

Owner of Company:

Nada Pacific Corporation

Owners: David Cline, James Gardner, Mladen Buntich Jr, Steve Buntich, Frank Lorenzen

Contact Person:

Frank Lorenzen, President CEO

Address:

13206 SW Avenue, Caruthers, Ca. 93609

Phone:

559-864-8850

Fax: 559-864-7012

Email: florenzen@nadapacific.com

PART B: EXPERIENCE OF MICROTUNNELING SUB-CONTRACTOR

The nature of this Project requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

Microtunneling Sub Contractor. List three projects of similar size and scope to the work of the Contract, completed in the past three (3) years, and indicate who were the superintendent, project manager and scheduler. NOTE: This listing will be used to assess compliance with the stated minimum qualifications.

Project Name	Construction Cost (\$)	Year Completed	Name of Project Superintendent	Name of Project Manager	Name of Project Scheduler
Lennar - Placer Vineyards 1 Infrastructure Offsite	\$800,000.00	2023	Tim Butow	Benden Tippets	Benden Tippets
Underground Flow Equalization System (UFES) and additional work.	\$ 6,807,836.00	2022	Tim Butow	Benden Tippets	Benden Tippets
Tracy WWTP Effluent Outfall Pipeline Improvements- CIP 74083	\$2,022,460.28	2020	Tim Butow	Benden Tippets	Benden Tippets

PART A: EXPERIENCE OF PRIME CONTRACTOR

The Prime Contractor shall provide information about three (3) of its most recently completed projects of similar scope. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications. If a separate sheet is used, it must contain all of the following information:

1. Project Name:

Location:

Owner:

Owner Contact (name and phone):

Architect/Engineer:

Architect/Engineer Contact (name and phone number): -

Const. Mgr. or Project Mgr. (name and phone number):

Description of Project, Scope of work Performed:

Total Construction Cost:

Total Change Order Amount:

Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.

Original Scheduled Date of Completion:

Time Extensions Granted (number of Days):

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

2. Project Name:

Location:

Owner:

Owner Contact (name and phone):

Architect/Engineer:

Architect/Engineer Contact (name and phone number): -

Const. Mgr. or Project Mgr. (name and phone number):

Description of Project, Scope of work Performed:

Total Construction Cost: _____

Total Change Order Amount: _____

Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

3. Project Name:

Location:

Owner:

Owner Contact (name and phone):

Architect/Engineer:

Architect/Engineer Contact (name and phone number): -

Const. Mgr. or Project Mgr. (name and phone number):

Description of Project, Scope of work Performed:

Total Construction Cost: _____

Total Change Order Amount: _____

Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

PART B: EXPERIENCE OF MICROTUNNELING SUB-CONTRACTOR

The microtunneling subcontractor shall provide information about three (3) of its most recently completed projects of similar scope. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications. If a separate sheet is used, it must contain all of the following information:

1. Project Name:

Lennar - Placer Vineyards 1 Infrastructure Offsite

McGuire & Hester w/o S4845-01, Nada Pacific Job No. 2022-001D

Location:

5460 St. Rd Roseville CA 95747, Jobsite

Owner:

Lennar Homes of California, LLC. 1025 Creekside Ridge Drive Suite 240, Roseville, Ca. 95678

Owner Contact (name and phone):

Sean MacDiarmid, Phone: (916)-746-8520, Email: Sean.MacDiarmid@lennar.com

Architect/Engineer:

MSA, a CBG Company, 1430 Blue Oaks Blvd, suite 110, Roseville Ca. 95747

Architect/Engineer Contact (name and phone number): -

Joshua Yu, Phone: 916-788-4456, email: jyu@msa-cbg.com

Const. Mgr. or Project Mgr. (name and phone number):

GC: McGuire and Hester, PM-Tommy Konwinski, Cell: 415-559-1128 email: tkonwinski@mcguireandhester.com

Description of Project, Scope of work Performed:

Furnished and installed 280 lf of 36.00 OD x 0.50 wall welded steel casing under dry creek and an environmentally sensitive area in 1 drive via Slurry Microtunneling.

Total Construction Cost: \$ 800,000.00

Total Change Order Amount: \$ 00.00

Did Change Orders exceed 10% of original contract sum? NO If yes, please explain on separate sheet.

Original Scheduled Date of Completion: January 15, 2023

Time Extensions Granted (number of Days): 0

Actual Date of Completion: January 15, 2023

Number of Stop Notices filed by Subcontractors or Suppliers: 0

2. Project Name:

Underground Flow Equalization System (UFES)

GC:Anderson Pacific Engineering Construction Inc.,2008-01, Nada Pacific Job No. 2020-003D

Location:

San Mateo California

Owner:

City of San Mateo California

Owner Contact (name and phone):

City PM: Tom Williams, 650-437-3433, twilliams@cityofsanmateo.org

Architect/Engineer:

Stantec

Architect/Engineer Contact (name and phone number): -

Project Engineer: Dan Berg, 916-418-8325, daniel.breg@stantec.com

Const. Mgr. or Project Mgr. (name and phone number):

CM: Jacobs/Kennedy Jenks: Ron Esmilla, 714-488-7677, email: ronesmilla@kennedyjenks.com

GC-PM:Anderson Pacific Engineering Construction Inc., Gary Barber, Cell:408-315-6332, Email:gary@andpac.com

Description of Project, Scope of work Performed:

Direct jacked 2,936 lf of the GC furnished 36-inch CMFRP jacking pipe in 10 and or 20-foot lengths via Slurry Microtunneling in 7-drives (510lf, 92lf, 454lf, 510lf, 470lf, 472lf, 428lf). Max. depth was 35-feet under existing utilities Saratoga Drive and South Delaware Street. Work included portal stabilization at 13-locations and on site spoils ha

Total Construction Cost: \$ 6,807,836.00

Total Change Order Amount: \$ 1,712,142.00

Did Change Orders exceed 10% of original contract sum? Yes If yes, please explain on separate sheet. See note 1 below.

Original Scheduled Date of Completion: September 15, 2022

Time Extensions Granted (number of Days): 0

Actual Date of Completion: September 15, 2022

Number of Stop Notices filed by Subcontractors or Suppliers: 0

NOTE 1: Owner issued change order for addition work to be performed. NPC direct jacked 636lf of the GC furnished 36-inch CMFRP jacking pipe in 10 and or 20-foot lengths via. Slurry Microtunneling in two drives (356 lf & 280 lf) under existing utilities on South Delaware Street. Work included portal stabilization at 4-locations and on site spoils handling.

3. Project Name:

Gray Lodge Wildlife Area Water Supply Project Phase 5C

GC: Gateway Pacific Inc., Job No. 171, Nada Pacific Job No. 2021-001D

Location:

Biggs, California

Owner:

Ducks Unlimited Inc.

Owner Contact (name and phone):

Ducks Unlimited Inc, Scott Heringer, Regional Engineer, 916-261-6758, sheringer@ducks.org

Architect/Engineer:

Randy S. Hopkins

Architect/Engineer Contact (name and phone number): -

Provost & Prichard, Office: 559-236-1100

Const. Mgr. or Project Mgr. (name and phone number):

GC: Gateway Pacific, PM-Jay Hall, Cell: (916) 417-0345, Email: jhall@gatewaypacific.com

Description of Project, Scope of work Performed:

Installed 162 lf of the GC furnished 72.00 OD x 1.00 wall Permalok Steel Casing pipe in 20-foot lengths under the UPRR via Slurry Microtunneling in two 81lf drives in an environmentally sensitive wetlands area adjacent to waterway canal.

Total Construction Cost: \$1,563,585

Total Change Order Amount: \$00.00

Did Change Orders exceed 10% of original contract sum? NO If yes, please explain on separate sheet.

Original Scheduled Date of Completion: February 28, 2022

Time Extensions Granted (number of Days): 0

Actual Date of Completion: February 28, 2022

Number of Stop Notices filed by Subcontractors or Suppliers: 0

4. Project Name:
NORTH MANTECA TRUNK SEWER

GC: Mozingo Construction Inc. Job No. 2014, Nada Pacific Job No. 2020-002D

Location:
Manteca Ca.

Owner:
City of Manteca, Ca.

Owner Contact (name and phone):
Assistant Engineer: Alfred Mijango, 209-831-6330, amijango@ci.manteca.ca.us

Architect/Engineer:
NV5, 1215 West Center Street, Suite 201, Manteca Ca. 95337

Architect/Engineer Contact (name and phone number): -
Nana F. Espinosa and Steven D. Swain, 209-239-9080

Const. Mgr. or Project Mgr. (name and phone number):
PM: IMC Group, Matt Livingston, 510-521-2426, mlivingston@imcgroupusa.com
PM: Mozingo Construction Inc., Brad McIntosh, 209-848-0160, bmcintosh@mozingoconstruction.com

Description of Project. Scope of work Performed:
Furnished and Installed 224 lf of 84.00 OD x 1.00 wall in 20 foot lengths of Permalok Steel Casing via Slurry Microtunneling in 1-drive under existing utilities on Yosemite Ave in Manteca Ca. Furnished and Installed 224 lf of 60.00 OD x 0.75 wall in 20-foot lengths of Permalok Steel Casing via Slurry Microtunneling in 1-drive under existing utilities on Airport Way in Manteca Ca. Work included portal stabilization at 4-locations and carrier pipe install support.

Total Construction Cost: **\$1,679,567.00**

Total Change Order Amount: **\$00.00**

Did Change Orders exceed 10% of original contract sum? **NO** If yes, please explain on separate sheet.

Original Scheduled Date of Completion: **February 2021**

Time Extensions Granted (number of Days): **0**

Actual Date of Completion: **February 2021**

Number of Stop Notices filed by Subcontractors or Suppliers: **0**

5. Project Name:

Tracy WWTP Effluent Outfall Pipeline Improvements- CIP 74083

GC: Mozingo Construction Inc. Job No. 1944, Nada Pacific Job No. 2019-002D

Location:

Tracy California

Owner:

City of Tracy California

Owner Contact (name and phone):

Utility Director: Kuldeep, 209-831-6330, kuldeep.sharma@cityoftracy.com

Architect/Engineer:

CH2mHill

Architect/Engineer Contact (name and phone number): -

Ben Wright, 510-521-2426

Const. Mgr. or Project Mgr. (name and phone number):

PM: CH2M/Jacobs, Vijay Kumar, 510-521-2426, vijay.kumar5@jacobs.com

PM: Mzingo Construction Inc., Brad McIntosh, 209-848-0160, bmcintosh@mzingoconstruction.com

Description of Project, Scope of work Performed:

Furnish 671 LF and Installed 55.50 OD x 0.75 Wall Permalok Steel Casing in 16-foot lengths via Slurry Microtunneling in 1-drive under through an environmentally sensitive area and under Paradise Cut 70 feet deep. Work included portal stabilization and carrier install support.

Total Construction Cost: \$2,022,460.28

Total Change Order Amount: \$ 00.00

Did Change Orders exceed 10% of original contract sum? NO If yes, please explain on separate sheet.

Original Scheduled Date of Completion: October 31, 2020

Time Extensions Granted (number of Days): 0

Actual Date of Completion: October 31, 2020

Number of Stop Notices filed by Subcontractors or Suppliers: 0

END OF DOCUMENT

PART C: EXPERIENCE OF SHAFT CONSTRUCTION SUB-CONTRACTOR

The shaft subcontractor shall provide information about three (3) of its most recently completed projects of similar scope. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications. If a separate sheet is used, it must contain all of the following information:

1. Project Name:

Location:

Owner:

Owner Contact (name and phone):

Architect/Engineer:

Architect/Engineer Contact (name and phone number): -

Const. Mgr. or Project Mgr. (name and phone number):

Description of Project, Scope of work Performed:

Total Construction Cost: _____

Total Change Order Amount: _____

Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

2. Project Name:

Location:

Owner:

Owner Contact (name and phone):

Architect/Engineer:

Architect/Engineer Contact (name and phone number): -

Const. Mgr. or Project Mgr. (name and phone number):

Description of Project, Scope of work Performed:

Total Construction Cost: _____

Total Change Order Amount: _____

Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

3. Project Name:

Location:

Owner:

Owner Contact (name and phone):

Architect/Engineer:

Architect/Engineer Contact (name and phone number): -

Const. Mgr. or Project Mgr. (name and phone number):

Description of Project, Scope of work Performed:

Total Construction Cost: _____

Total Change Order Amount: _____

Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

END OF DOCUMENT 00450



NADA PACIFIC CORPORATION

The Microtunneling Specialists

13206 S. West Avenue - P.O. Box 8 - Caruthers, CA 93609

Tel: (559) 864-8850 - Fax: (559) 864-7012

NADA PACIFIC CORPORATION SLURRY MICROTUNNELING QUALIFICATIONS

INTRODUCTION LETTER



NADA PACIFIC CORPORATION

The Microtunneling Specialists
13206 S. West Avenue - P.O. Box 8 - Caruthers, CA 93609
Tel: (559) 864-8850 - Fax: (559) 864-7012
www.nadapacific.com

July 15, 2022

Subject: Nada Pacific Corporation Introduction

Attn: Qualification Reviewer.

Nada Pacific Corporation (NPC) is a premier utility contractor that specializes in the trenchless installation of pipelines using either the slurry microtunneling or pilot tube microtunneling method.

Founded in 1992 Nada Pacific has completed 98-slurry-microtunnel projects in which 389-drives totaling 183,700 feet of pipe ranging from 24-inch to 102-inch diameter have been installed. In addition, we have completed 18-Pilot Tube Microtunneling (PTMT) projects in which 93-drives totaling 16,844 feet of 4-inch to 24-inch pipe were installed.

These successfully completed projects have prepared our team for your next project. Experience with a wide variety of conditions ranging from environmental concerns, unusual job site locations to practically every geological condition imaginable from low blow count soils to cobble and boulder-laden ground to solid rock. We have worked out of deep shafts in grounds with up to 85-feet of water head. We have completed several drives well over 1,000-feet long that incorporated multiple jacking system components such as Intermediate Jack Stations and redundant guidance systems.

Nada Pacific Corp., a pioneer in the development of microtunneling in the United States can provide valuable input from a projects inception through completion. We take great pride in the fact that our team includes some of the most experienced and knowledgeable managers and foremen in business along with expert operators and crew all dedicated to the success of the project. Add to that a large inventory of state of the art equipment and the result is top quality work at competitive prices.

We currently hold contracting licenses in Arizona, California, Hawaii, Nevada, New Mexico but we aggressively compete for work throughout North American and continue to look for other locations to expand.

NPC's Slurry Microtunneling Equipment Fleet:

- Five-Control Containers that incorporate laser and gyro guidance systems.
- Ten-Microtunnel Boring Machine's (MTBM's) in 24-inch to 102-inch diameter. We have several increase kits to allow flexibility in size as well as multiple cutter heads to work in soft grounds or through more difficult mixed face conditions.
- Four-Slurry Separation Plants with capacities to 1000-gpm.
- Four-Slurry Centrifuges with 1.5 to 7 ton per hour capacity.
- Seven-Pipe Jacking Frames ranging from 300 to 1,200-tons of thrust and pipe joint lengths up to 20 feet.

- Four-remotely controlled Bentonite pipe lubrication injection systems.
- Six-Cranes ranging from 7.5 to 150-ton capacity.
- Other required support equipment including, generators, spoils handling trucks and trailers, tunnel ventilation, lasers, etc.

Nada Pacific Corporation also has two systems to support PTMT activities.

MISSION STATEMENT:

It is Nada Pacific's goal to:

- Assure the well-being of our employees by making safety in the workplace our top priority.
- Consistently provide quality tunnel installations at a fair price.
- Partner with Owners, Engineers and General Contractors to ensure project success.

Nada Pacific is the microtunneling contractor preferred by Owners, Engineers and Prime Contractors alike... and for good reason. Together, our management team has over 100 years experience.

Frank Lorenzen – President, involved in trenchless Industry since 1983

Brenden Tippets– V.P. of Operations, involved in trenchless Industry since 2003

Cal Terrasas – Safety Manager, involved in trenchless Industry since 1981

Larry Tomforde – Sr. Project Management, involved in trenchless Industry since 1983

Denny Vogt – Equipment Manager, involved in trenchless Industry since 1987

Tim Butow – Lead Foreman, Mtbm Operator involved in trenchless Industry since 1996

Jason Shepherd - Foreman, Mtbm Operator involved in trenchless Industry since 2008

Dillon Sayad – Project Engineer, involved in trenchless Industry since 2020

Attached you will find a list of our Clients and Partners.

Please feel contract us at +1 559-864-8850 to discuss our qualifications and capabilities in greater detail. Our web site can be located at www.nadapacific.com.

Respectfully,

Frank Lorenzen

Nada Pacific Corporation

Frank Lorenzen

President

Clients and Partners

OWNERS

Alameda County - Zone 7 Water Agency
Alameda County Water District
Alameda County Water District
Central Contra Costa Sanitary District
City of Albany
City of Burlingame
City of L.A.- Wastewater Constr. Div.
City of Los Angeles
City of Milpitas
City of Manteca
City of Oakland - Public Works Agency
City Of Oxnard Public Works Division
City of Palo Alto
City of Port Hueneme
City of Redwood City
City of Sacramento
City of San Buenaventura
City of San Jose
City of Santa Clara
City of Santa Cruz Water Dept.
City of Santa Monica
City of San Mateo
City of Santa Rosa
City of Solana Beach
City of Tracy
City of Yuba City
Clark County Water Reclamation District
Eastern Municipal Water District Perris, CA
East Bay Municipal Utility District
Elsinore Valley Water District
Freeport Regional Water Agency
Kaiser Corporation
Livermore-Amador Valley Water Management Agency
Los Angeles Department of Water & Power
Los Angeles County
Los Angeles County Public Works
Los Angeles County Sanitation District
Los Angeles World Airport
Napa Sanitation District
Orange County Sanitation District
Placer County Water Agency
Sacramento County
Sacramento Regional County Sanitation District
San Rafael Sanitation District
Santa Rosa Sub-regional Water Reclamation
San Francisco Public Utilities Commission
South San Joaquin Irrigation District
Union Sanitary District
Vallejo Sanitation & Flood Control District
City of Amarillo, Texas
City of San Diego, Ca
Valley Water Management Agency

ENGINEERS

Bennett Trenchless
Black & Veatch
Brown & Caldwell
City of LA
CH2M-HILL
Covello Group
DCM Consulting
DCM Engineering
GeoEngineering
Harris & Associates
Jacobs & Associates
Jacobs Engineering
Kennedy/Jenks
Montgomery Watson
Harza
McMillen Jacobs
Nolte Engineering
NVS
O'Brien-Kreitzberg
Parsons Brinkerhoff
Staheli Trenchless
Sverdrup Civil, Inc.
URS Corp.
Winzler & Kelly
Kimley-Horn

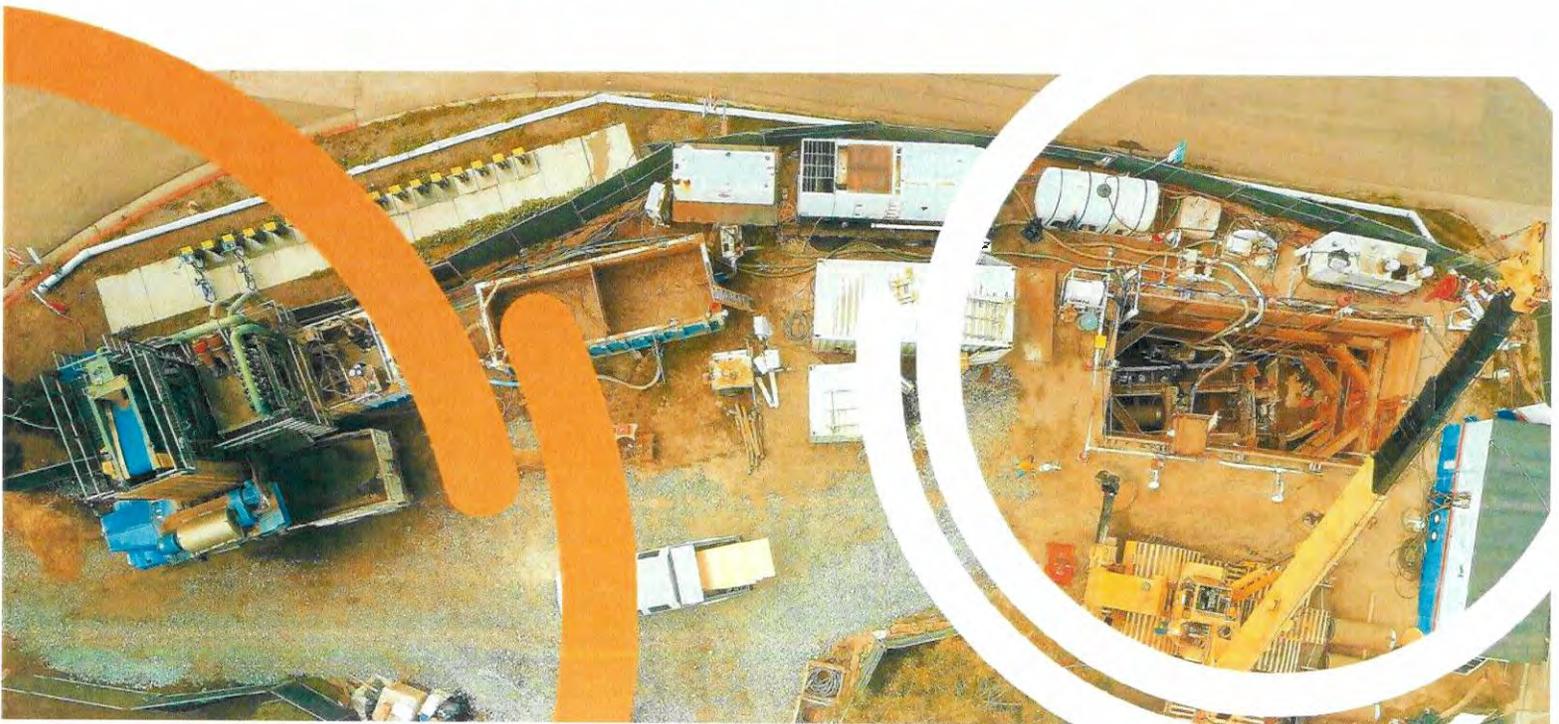
GENERAL CONTRACTORS

Anderson Pacific Inc
Balfour Beatty Constr.
Christive Corporation
Colich & Sons / J.R.
Pipeline - JV
Colich Construction
Cornish Construction
D. W. Young Company
Don Kelly Construction
Frontier Contracting
K. J. Woods Construction
Lamon Construction
Maggiore & Ghilotti, Inc.
McGuire & Hester
Mladen Buntich
Construction.
Mozingo Construction
Mountain Cascade
Preston Pipelines, Inc.
R J Gordon Construction
Ranger Pipelines, Inc.
Sierra National
SJ Louis Construction
Steve P. Rados Inc.
Sundt Const. Inc.
T & S Construction
TAB Contractors
Underground Const.
W.A. Rasic Constr.
Spiess Construction
OHL USA
Ortiz Corporation
Pulice Construction

BROCHURE



THE MICROTUNNELING SPECIALISTS



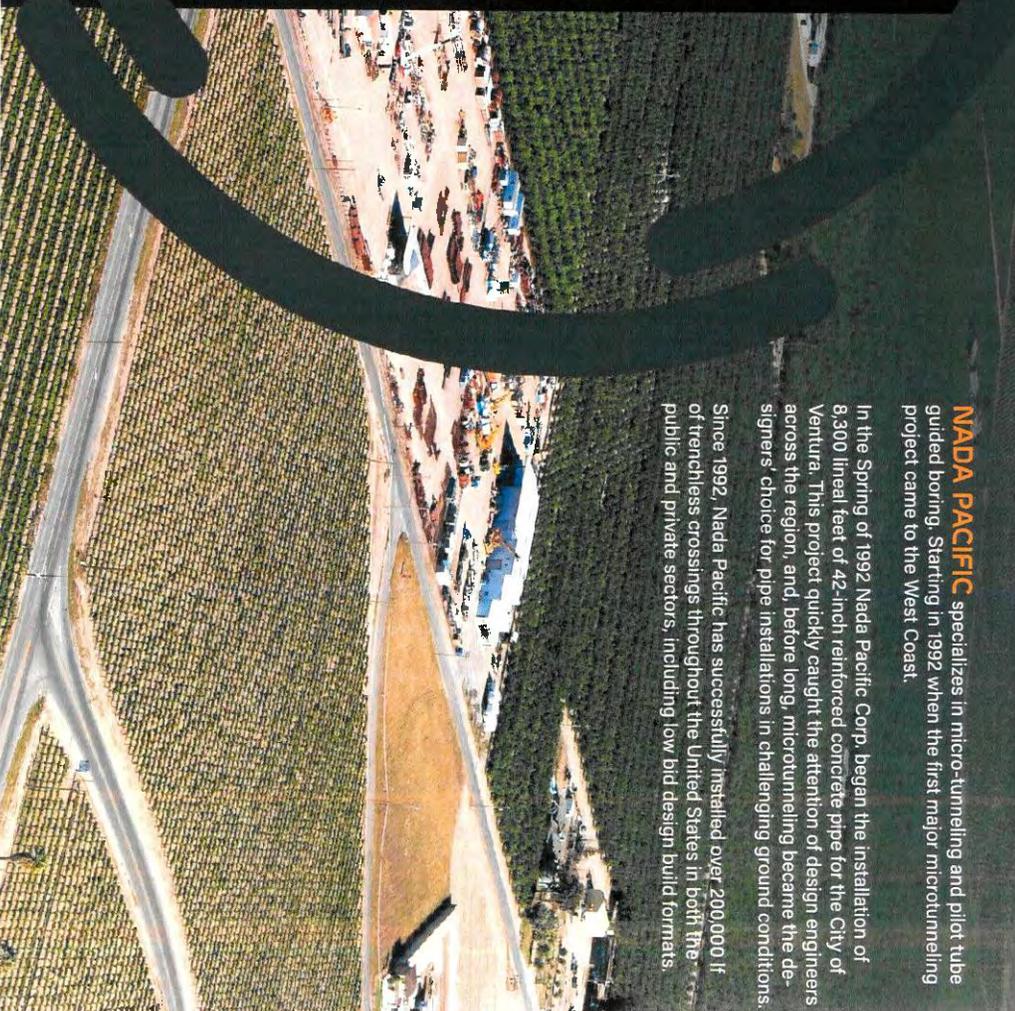
Welcome to Nada Pacific



NADA PACIFIC specializes in micro-tunneling and pilot tube guided boring. Starting in 1992 when the first major microtunneling project came to the West Coast.

In the Spring of 1992, Nada Pacific Corp. began the installation of 8,300 lineal feet of 42-inch reinforced concrete pipe for the City of Ventura. This project quickly caught the attention of design engineers across the region, and, before long, microtunneling became the designers' choice for pipe installations in challenging ground conditions.

Since 1992, Nada Pacific has successfully installed over 200,000 ft of trenchless crossings throughout the United States in both the public and private sectors, including low bid design build formats.



Installation Method

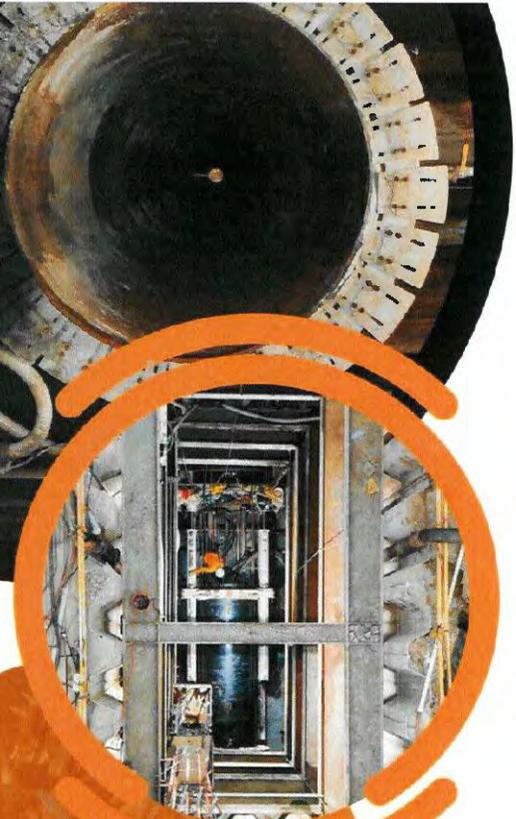
MICROTUNNELING



The microtunneling method is utilized in a wide range of soil conditions and is found to be most cost effective when compared to other installation methods when below the ground water table.

The microtunneling boring machine (MTBM) is operated from a control panel located on the surface. The system simultaneously installs pipe as spoil is excavated and removed. Personnel entry is not required for routine operation. The guidance system usually references a laser beam projected onto a target in the MTBM, capable of installing gravity sewers or other types of pipelines to the required tolerance, for line and grade.

The process of constructing a pipeline by consecutively pushing pipes and MTBM through the ground using a jacking system for thrust. Continuous pressure is provided to the face of the excavation to balance groundwater and earth pressures. In simple terms, the microtunneling boring machine will be jacked from the bore pit to the receiving pit at the leading end of a string of jacking pipe. The spoils from the tunnel face will be transported to the ground surface via slurry flowing within a system of pressurized slurry lines. Once at the surface, the spoils will be separated from the slurry by a separation plant. The cleaned slurry is then returned to the face of the tunnel.



Installation

Method

GUIDED BORING



CLIENT TESTIMONIALS

"I have worked with Nada Pacific for over 23 years as the geotechnical lead representing Owners and designers on microtunnel pipe jacking projects... the main attribute that separates Nada Pacific in the industry is their willingness to work with, not against, Owners and designers to creatively solve project problems as they arise. Creative solutions to challenging ground conditions and challenging site constraints allow Nada Pacific to complete projects that meet or exceed Owner expectations."

-David C. Mahty, Principal Engineer, DCM Consulting, Inc.

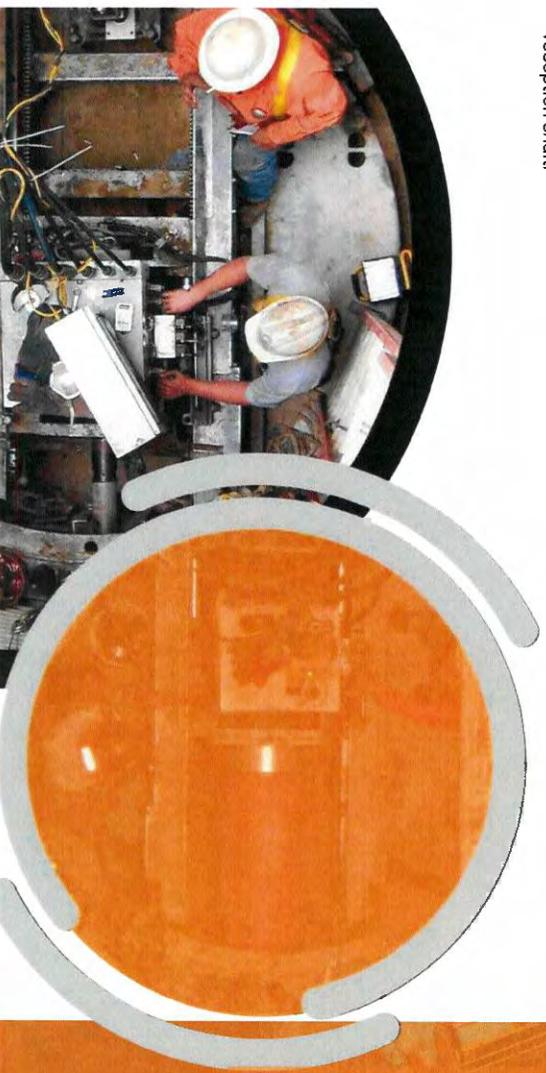
"We have teamed up with Nada Pacific on many projects over the years requiring microtunneling. Many of these projects have been very difficult with tough site conditions, logistics, and other challenges and it has always given us added confidence in a successful outcome when we know we have Nada on our team. Their expertise, knowledge, resources, and hard work have proven invaluable to the success of those projects."

-Mike Hester, President, McClure and Hester

Guided Boring Method (GBM) or Pilot Tube Method is a three-stage process of installing small diameter (4 to 36 inch outside diameter) product pipe with the precision needed for gravity sewer and storm drains. Maximum length of a GBM drive is impacted by many factors, such as pipe size and soil conditions but generally bores can be up to 350 feet long. The jacking shaft may be as small as eight (8) by eight (8) feet square or nine (9) feet in diameter.

The first stage of the process is the pilot tube installation. It employs a rotating slanted-faced head for steering and a specially designed theodolite guidance system. Accuracy is achieved through video surveillance of an illuminated target at the head. Pilot tubes are installed sequentially behind the steering head. After the steering head has reached the reception shaft, a reaming head and auger tube sections are installed behind the pilot tubes. With the addition of each section of auger & tube in the launch shaft, a section of pilot tube is removed in the reception shaft.

The process is repeated until all pilot sections have been removed. The third stage is the product pipe installation. A pipe adapter is installed on the last section of auger casing and subsequent product pipes thrust into place while the auger tubes are removed from the reception shaft.



"We have been doing business with Nada Pacific Corporation for nearly 25 years. Over the years we have worked on a dozen challenging projects together which over 43,000 ft of pipe was installed by Microtunneling. These projects ranged in size from 24-inch es to 102-inch outside diameters with tunnel lengths over 1,000 feet. They have always got the job done correctly, safely and on time. It has been a pleasure to work with them."

-Roger Williamson, Executive Vice President, Mountain Cascade, Inc.

"We have worked with Nada Pacific on numerous projects. With their careful planning and meticulous attention to detail we always know their work will be performed professionally to the highest industry standards. They are always our preferred subcontractor for Microtunneling."

-Peter Anderson, President, Anderson Pacific Engineering Construction, Inc.

"Since 2001 we have worked with Nada Pacific Corporation on seven slurry microtunneling projects where over 8,000 ft of trenchless pipe was installed ranging in size 24-inch to 88-inch outside diameter. The longest tunnel length was 1,189 ft under Interstate 880 in Fremont, CA. These projects required both single pass and two pass installations with some in difficult raveling non-cohesive soil conditions and high waterheads. They continually demonstrate professionalism while conducting their work safely and on schedule and have proven to be a good partner on these challenging microtunneling projects."

-Peter Cuddihy, Operations Manager, Ranger Pipelines Inc.

"Mozingo Construction has been in business over 35 years performing major underground pipeline projects throughout the Central Valley. In that period we have needed the services of microtunnelers to complete many of our projects. Nada Pacific has always been a terrific partner of ours providing us with a wealth of experience, professionalism and problem resolution when it comes to tunneling operations. The staff at Nada Pacific is what stands out the most as they are one of the most responsive, communicative Subcontractors we work with. Mozingo Construction will continue to rely on Nada Pacific's experience and problem solving skills for years to come."

-Jeff Graham, Construction Manager, Mozingo Construction Inc.

I have been the beneficiary of working with Nada Pacific on microtunneling projects in northern California since the early 1990's. It has been my experience that (1) they find satisfying economical ways to successfully complete tunnel drives even despite unforeseeable adverse conditions, and (2) they willingly share useful design suggestions based on lessons learned from their tunneling experiences. -Dru R. Nielsen, CEG, P.E., Principal, McMillen Jacobs Associates

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YOUR PROJECT A SUCCESS



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KEY PERSONNEL

Nada Pacific Corporation—Supervisor List Overview



Frank Lorenzen, President

Experience: BSMD University of Wisconsin-Stout, concentration in Product Development, 1982. Involved in the Trenchless Industry since 1983. 38-years tunneling/pipe jacking experience which includes; 23-years of pipe jacking and microtunneling equipment design experience, 29-years microtunneling, 12-years field installation experience 13,500 LF in tunneling and over 50,000 LF in Microtunneling through 2005. 5-years as general superintendent in microtunneling; also, trained and experienced in operating microtunneling system. Served as a Senior Project Manager and superintendent on (6) Microtunneling projects totaling 11,359-LF. Worked directly with Cal Terrasas and Nada Pacific field staff since July 2003.

Brenden Tippets, Vice President of Operations

Experience: BSBA Metropolitan State University of Denver, Bachelor's Degree in Business Administration, Management and Operations, 1996 – 2001. With 23-years of heavy civil/trenchless experience and 17-years of Microtunneling experience, including Tunnel Boring Machine (TBM), Guided Boring Machine (GBM), pipe ramming, pipe jacking, jack and bore, hand tunnels, site work, excavation dirt work, demolition, roads, highways, deep excavations, dewatering, sheet piling, and structures. Projects in urban, or rural settings, with river crossings, Railroad crossings, and underground structures in the most challenging soils conditions in Canada and United States. Microtunneling Manager, Michels Corporation, Apr 2016 – Oct 2019 3-years 7 -months, Senior Project Manager, BT Construction, Inc., Nov 2003 – Mar 2016 12-years 5-months, Served as Senior Project Manager on (21) Microtunneling projects, installing 22,647-LF. Started with Nada Pacific in February 2020.

Cal Terrasas, Safety Manager,

Experience: Involved in the Trenchless Industry since 1981. 38-years tunneling/pipe jacking experience with 13-years as general superintendent; 30-years microtunneling; also, trained and experienced in operating microtunneling system. Served as machine operator on the first two projects completed by Nada Pacific, total of (24) projects managed totaling 67,359LF of microtunneling. Served as the project manager and superintendent on all the projects Nada Pacific has completed listed prior to July 2003.

Dennis Vogt, Equipment Manager

Experience: Associate Degree in Electronics from ACC, graduated 1988. Involved in the Trenchless Industry since 1987. 28-years of pipe jacking and microtunneling experience which includes 18-years field service technician and equipment fabrication experience with tunneling equipment, 8-year(s) of experience as a Manufacture Representative Equipment Service and 14-years as Equipment Manager with Nada Pacific and Pacific Boring. Cal Osha Certified Gas Tester / Safety Representative, Certified Crane Operator.

Tim Butow, Superintendent, Foreman and Lead Operator

Experience: Involved in the Trenchless Industry since 1993. 25-years tunneling/pipe jacking experience with 24-years microtunneling with Nada Pacific; Promoted to Project Foreman 1996. Trained and experienced in servicing and operating microtunneling system. Has worked on (62) microtunneling projects totaling 107,279-lf. Cal Osha Certified Gas Tester / Safety Representative and certified crane operator. See employee project history for detailed project information.

Jason Shepard, Superintendent, Foreman and Lead Operator

Experience: Involved in the Trenchless Industry since 2005. 15-years underground construction/tunneling experience with 13-years microtunneling experience with Nada Pacific; He was promoted to Project Foreman in 2013. Trained and experienced in servicing and operating microtunneling system. Has worked on (21) microtunneling projects totaling 23,292-lf. Cal Osha Certified Gas Tester / Safety Representative and certified crane operator. See employee project history for detailed project information.

PROJECT MANAGEMENT



Brenden Tippets

Vice President of Operations

24 years of support of heavy civil experience, including vast array of design build tunnel/civil projects. Experience includes divisional manager oversight of estimating, microtunneling, Tunnel Boring Machine (TBM), Guided Boring Machine (GBM), pipe ramming, pipe jacking, jack and bore methods. Including large diameter pipeline, open-cut excavation, deep foundations, shafts, in all disciplines of underground work, including sanitary sewer, waterlines, raw water, steel pipe, PVC, DIP, Hobas, and cast in place. Projects range from \$1 million to \$100+ million in urban and rural settings, river crossings, Railroad crossings, underground structures in challenging soil conditions, including rock in North America, all tunneling experience listed was in "Potentially Gassy" environments.

Work Experience

March 2020-Current- Nada Pacific Corporation- Vice President of Operations
Responsible for the performance of microtunneling tunneling projects throughout the United States. Responsibilities included but not limited to; Project sponsorship, estimating, contract/change order negotiations, mentorship and training of project managers and senior project managers, project engineers, field operations, establishing key performance indicators and budgets for projects along with project conformance to quality, budget, and cpm schedules. Oversight of all project performance, superintendents, supervisors, machine operators.

Vice President/Project Manager | North Manteca Trunk Sewer | Subcontractor to Mozingo Construction | 2020- 2021 completed; \$1,679,000 one (1) 84" microtunnels using permalok casing pipe, 235 LF long in soft sands, silts, under Yosemite Avenue, thirty (30) feet deep. One (1) 60" microtunnels using permalok casing pipe, 110 LF long in soft sands, silts, under Airport Way, thirty (30) feet deep Manteca, CA. Brad McIntosh (209) 417-4679

Vice President/Project Manager | Tracy WWTP Tunnel | Subcontractor to Mozingo Construction | 2020- 2020 completed; \$1,980,00.00| one (1) 55.5" microtunnels using permalok casing pipe, 671 LF long in soft sands, silts, under San Joaquin River, seventy (70) feet deep, Tracy, CA. Brad McIntosh (209) 417-4679

Vice President/Project Manager | Machado Lake | Subcontractor to OHL Global | 2020- In progress; \$2,964,00.00| six (6) 34" microtunnels using permalok casing pipe, varying in lengths from 100 ft to 500 ft, in soft sands and silts under severe groundwater pressure and tidal waterhead. Various locations, Wilmington CA. Phill Gillenwater (714) 612-6648

Vice President/Project Manager | LAX Airport -U21 | Subcontractor to Blois Construction | 2020- 2020 completed; \$1,730,00.00| one (1) 72" microtunnels using permalok casing pipe, 320 LF long in soft sands, silts, and clay under heavy traffic roadway, Los Angeles Airport, CA. Dave Mirones (805) 732-7340

Work Experience



Brenden Tippetts

Vice President of Operations

May 2016– Nov 2019- Division **MANAGER • MICHELS TUNNELING •** Responsible for the performance of microtunneling and conventional tunneling projects throughout North America. Responsibilities included but not limited to; Project sponsorship, estimating, contract/change order negotiations, mentorship and training of project managers, estimators, and senior project managers, establishing key performance indicators and budgets for projects along with project conformance to quality, budget, and cpm schedules.

Sponsor/Senior Project Manager | Vista Ridge Tunnel Crossings | Subcontractor to Garney Construction | 2018 - 2019; \$6,171,725 | Hand-tunneling construction in rock geology | Three crossing the Colorado, San Marco, and Guadalupe Rivers | 7'x7' horseshoe tunnels excavated by a Brokk road header and conventional TBM, supported with steel ribs and timber lagging and Hobas pipe. The tunnels are beneath ground water levels which required substantially water tight shafts and tunnel alignments in claystone in lengths of 325', 253', and 398 linear feet. Steel pipelines will be installed in the tunnel crossings for the transmission of water. – Various Remote Regions, Texas

Sponsor/Senior Project Manager | McLoughlin Point Waste Water Treatment Plant Outfall | Capital Regional District, Department of Fisheries | 2018-2019; \$4,425,000 | Microtunnel installation of 400 LF x 83.5" lined and coated Permalok steel pipe for the purpose of providing an ocean outfall for future use for the McLoughlin Point Waste Water Treatment Plant. Hard rock tunnel with ocean retrieval | Jared Staves, Graham/AECOM JV; jareds@graham.ca; 403.461.2358 – Victoria, British Columbia

Sponsor/Senior Project Manager | Tualatin Interceptor and Siphon Improvement King City Clean Water Services | 2018-2019; \$3,275,839 | Record-setting vertically curved microtunnel installation | 471 LF, 82" OD 650 foot radius vertically curved microtunnel under the Tualatin River | Three HDPE pipes (30", 16" and 14") were pulled through the tunnel for the wastewater lines | Ground conditioning for the launch and receive shafts and ground isolation reactor internal thrust block on launch side | Wade Denny; 503.547.8117; dennyw@cleanwaterservices.org – Tualatin, Oregon

Sponsor | Conduit # 16 Tunnel Installations at State Highway 58 & 93, BNSF Railroad Crossings & Interstate 70 | Denver Water | 2017 - 2019 ; \$8,052,017 | Tunnel installations at 5 locations, approximately 5,494 LF of 84" diameter steel pipeline and all appurtenances | Using 104-inch Lovat EPBTBM and Digger Shield methodologies | Crossing Interstate 70, Highways 93 and 58, and two sections of BNSF Railroad | 8 Shafts | Geology includes alluvial fill, clay, sand, and claystone | Jim Light, Denver Water; 303-628-6614; jim.light@denverwater.org – Denver, CO

Project Sponsor/Senior Project Manager | Lockbourne Intermodal Subtrunk | City of Columbus | 2017- 2019; \$40,535,000 | 10,218 LF of 82-inch Hobas sanitary sewer tunnel using direct jacked microtunneling method | 7,016 LF of 60-inch sanitary sewer pipe by a combination of bore and jack and pipe-in-trench (open cut) construction | 8 Liner plate shafts ranging from 19-feet to 28-feet inner diameter. One rectangular secant pile shaft with dimensions of 40-feet by 20-feet. 8 Flow control / junction / drop / access



Brenden Tippetts

Vice President of Operations

/ manhole structures | Saturated silty clays to sand, gravel, cobbles, boulders, and rock
| Urban and rural settings with one rail road crossing | Jeremy Cawlwy PE City of
Columbus, 614-645-6795 – Lockbourne, OH

**Project Sponsor/Senior Project Manager | City of Pasco | Columbia Water Supply
Project | 2017; \$1,593,701.00 | 46" Microtunnel/MTBM wet retrieval | 220 linear feet | 1
drive | max depth of 65 vertical feet in saturated sand, gravel, and cobbles | urban
setting; Brett Brown (509) 987-1505 – Pasco, WA**

**Project Sponsor/Senior Project Manager | Cliffs Michigan Operations | Schweitzer
Pump House Wet Well & Intake Piping | 2017; \$1,243,375.00 | 74" Microtunnel/MTBM wet
retrieval | 163 linear feet | 1 drive | max depth of 34 vertical feet in saturated sand, gravel,
cobbles, and boulders rural setting; Brett Beranek (906) 475-3844 – Marquette, MI**

**Project Sponsor/Senior Project Manager | Del-Co Water Company, Inc. |
O'Shaughnessy Reservoir Raw Water Pump Station Tunnel Intake | 2017; \$1,701,261.00 | 74"
Microtunnel/MTBM wet retrieval | 221 linear feet | 1 drive | max depth of 24 vertical feet
urban and rural setting minimum 8,000 psi Limestone/rock; Matt Brackman (419) 941-2233
ext 164 – Powell, OH**

**Project Sponsor/Senior Project Manager | GEEnergy | CPV Valley Energy Center
Switchyard to Dolson Ave. Substation Conduit | 2017; \$1,906,208.00 | 46"
Microtunnel/MTBM | 445 linear feet | 1 drive | max depth of 18 vertical feet in sand and
gravel | 2 shafts, 1 shaft using sheet piling, 1 shaft using shoring boxes, urban setting
along highway and crossing of highway; Brian Rendina (219) 688-1594 – Middleton, NY**

**Project Sponsor/Senior Project Manager | Ohio River Water Intake | Center Township
Water Authority | 2016-2017; \$2,051,593.00 | Double River Tap for Intakes – Two 46" Steel
Casings Installed via Microtunnelling and installation of 24" Ductile Iron Pipe within the
casing | Trumbull Corporation (Prime Contractor); Brian Grayburn, (412) 849 8707 – Beaver,
PA**

**Project Sponsor/Senior Project Manager | Mary Hill Bypass Port Mann Main No. 2 |
Metro Vancouver | 2016; 74" microtunnel, 500 Linear feet, 1 drive, 2 shafts, high pressure
sands, gravels, timbers, with close proximity to ocean causing high tides and fluctuating
ground pressure and movement, with bog marsh soil conditions; Nathan Jamieson (604)
216-3254 – Vancouver, BC**

Work Experience

2003 – 2016: Senior Heavy Civil Construction Project Manager | BT Construction,
Inc./BTrenchless, Inc. Oversaw all aspects of heavy civil projects, including
underground utilities, TBM Pipe Jacking tunnels, auger bores, hand tunnels,
microtunnels, site work, excavation dirt work, demolition, roads, highways, deep
excavations, dewatering, sheet piling, and structures.



Brenden Tippets

Vice President of Operations

Senior Project Manager | City and County of Denver | 33rd Street Tunnel | 2015; 300 LF 130" diameter TBM Pipe Jacking, 2 secant pile water tight shafts, 25 ft deep in sands, gravels and rock greater than 8,000 psi, urban setting; David Shaw (720) 271-8125 –Denver, CO

Senior Project Manager | Urban Drainage & Flood Control District | Kenwood Outfall Storm Sewer | 2015; 380 LF of 78" Microtunnel under hwy 85, 25+ feet deep shafts in sands, gravels, up to 15 feet of groundwater, (2) shafts using sliderail, urban setting, highway crossing; David Skuodas (303) 455-6277 – Commerce City, CO

Senior Project Manager | City of Aurora | Rampart Raw Waterline | 2015; Point repair 50 shafts at various locations, including 35 MH's and multiple valves for steel pipe sizes between 60" and 42" LF rehab and repairs and appurtenances, in sand, clay, gravel up to 20 feet deep, rural setting; Angela Goodman (720) 859-4303 –Aurora, CO

Senior Project Manager | City of Aurora | Prairie Waters Emergency Repair | 2015; 500 LF of sheet piling and embankment repair during floods 25 feet deep, urban setting; Angela Goodman (720) 859-4303 – Brighton, CO

Senior Project Manager | Urban Drainage & Flood Control District | Lafayette-Louisville Storm | 2015; Design Services; Dave Skuodas (303) 455-6277

Senior Project Manager | Forest City Development | Quebec Street Bores | 2014; 380 LF of 54" microtunnel under interstate-270, 400 LF of 84" Microtunnel under interstate I-270, 360 LF of 46", running sands and rock, 6 shafts up to 40 ft deep, with 20 feet of groundwater, urban setting, multiple highway crossings; Curren Vite (Mortenson) (605) 484-9033 – Denver, CO

Senior Project Manager | Urban Drainage & Flood Control District | Little Dry Creek | CMAR | 2014; \$3,700,000.00 | TBM Pipe Jacking | 260 LF of 54" Dia Microtunnel | 220 LF of 42" GBM/HDD 6 shafts in sands, gravels, and cobbles. Shafts were 22ft deep using sliderail, with 12 feet of groundwater, urban setting, (3) highway crossings; David Skuodas (303) 455-6277 – Westminster, CO

Senior Project Manager | City & County of Denver | High Street Outfall | 2014; (2) 300 LF 100" diameter Microtunnel, shafts and structures, in densified sands, 25 feet deep, (2) shafts using sliderail 44 ft x 48 ft x 25 ft deep, urban setting, crossing (12) rail roads; David Shaw 720-271-8125 –Denver, CO

Senior Project Manager | City & County of Denver | Asbury Outfall | 2014; 500 LF of 74" Microtunnel/hand tunnel, (2) shafts, up to 15 feet in depth, in 7-10 feet of groundwater using sliderail. 2,000 LF of 7'x7' box culvert and outfall structure open cut,



Brenden Tippetts

Vice President of Operations

urban setting crossing (1) highway, (6) rail roads; Chuck Hart (720) 477-0090 – Denver, CO

Senior Project Manager | City of Aurora | Shop Creek, (CMAR) | 2014; 90 LF of 96" RCP open cut, Replace existing CMP with RCP, up to 20 feet deep in clays and sands; Swirvine Nyirenda (303) 886-9464 – Aurora, CO

Senior Project Manager | City of Aurora | Storm Sewer Improvements | 2014; 400 LF of 12" to 24" RCP repairs, urban setting; Vern Adam (720) 859-4324 – Aurora, CO

Senior Project Manager | City of Aurora | Tollgate Interceptor North | 2013; \$14,800,000.00 | 2,500 LF of 54" diameter Microtunnels, 5 drives | 2,500 LF of 54" diameter TBM Pipe Jacking, 5 Drives | 10,000 LF of 42" Hobas pipe open cut | 2 large structure, and 20 shafts up to 40 feet depth in sands, gravels, and rock greater than 8,000 psi with minimum of 20 feet of groundwater, using sliderail. Urban setting, multiple highway and river; City of Aurora; Swirvine Nyirenda (303) 886-9464 – Aurora, CO

Senior Project Manager | Urban Drainage & Flood Control District | West Harvard Gulch | CMAR | 2013; 200 LF of open cut Rail Road Crossing using 12'x14' box culvert, and large 20'+ tall retaining walls and trail improvements, sands, gravel, hard rock, urban setting next to buildings, and rail road corridor; Barbara Chontoua (303) 455-6727 – Englewood, CO

Senior Project Manager | Grange Hall Creek | DWB Conduit 81 | 2013; 300 LF of 36" diameter welded steel pipe waterline urban setting; Cole Cattoor (303) 339-1050 – Northglenn, CO

March of Dimes Pipeline; Volunteered design build project 2013, 2014, 2015 – Aurora, CO

Senior Project Manager | Denver Transit Constructors | DTC-51" Pena TBM | 2012; 500 LF of 51" TBM Pipe Jacking under Pena Boulevard, 2 shafts, 30 feet deep using slide rail, in sands and clay urban setting, (1) highway crossing – Denver, CO

Senior Project Manager | City of Aurora; | Baranmor Ditch Improvements | 2012; 900 LF of 79" TBM side by side, less than 1 foot clearance each run was 300 LF 79" diameter TBM Pipe Jacking, in running sands, 6 shafts using shoring boxes up to 15 feet in depth, urban setting crossing (6) rail roads; Clint Weisz (303) 739-7388 – Aurora, CO

Senior Project Manager | Seven Lakes Reservoir Company | Loveland BNSF Railroad | 2012; 200 LF 90" diameter TBM Pipe Jacking in hard rock, 2 shafts with a depth up to 25 feet, using slide rail and trench shoring, urban setting; Ron Brinkman (970) 352-0495 – Loveland, CO



Brenden Tippetts

Vice President of Operations

Senior Project Manager | Icon Engineering | Baranmor Tributary Improvements | 2012; Design services for (3) TBM Rail Road crossings; Doug Williams (303) 221-0802 – Aurora, CO

Senior Project Manager | Project Manager | City of Aurora | Prairie Waters Segment G | 2011; 3,000 LF of 78" Microtunnel and TBM Jack and Bore | 6,000 LF of 60" Welded Steel Waterline. 24 shafts up to 55 ft deep, sands, gravels, silts, clay, claystone, rock greater than 8,000 psi, using slide rail, sheet piling, shoring boxes. Minimum of 20 feet of groundwater, urban setting, 6 rail line crossings, 6 highway crossings, 3 river crossings; Angela Goodman (720) 859-4303 – Brighton, CO

Senior Project Manager | Dahlia Ponds | CMAR | 2011; 80 LF 90" diameter rescue handtunnel | 250 LF 54" diameter Microtunnel | Large Structures, dam construction, and repairs to existing RCP. Shafts up to 40 feet in depth, with 15 feet of ground water in sands, gravels, cobbles, boulders, using sliderail and sheet piling, urban setting, 1 highway crossing, 1 ditch crossing; Urban Drainage, David Skuodas (303) 455-6277 – Adams County, CO

Senior Project Manager | City of Aurora | Prairie Waters I, Microtunnel Crossing | 2010; 500 LF 79" diameter TBM Pipe Jacking, 250 LF of 78" Microtunnel, 4 shafts, in sands, clay, and gravel using sliderail up to 40 feet in depth; Angela Goodman (720) 859-4303 – Aurora, CO

Senior Project Manager | Denver Water Board | Conduit 94 | 2010; 1,500 LF of 72" Dia Welded steel pipe waterline, removed existing RCCP and installed new steel in existing trench in running sands, and 10 feet of groundwater, using shoring boxes urban setting; Kjell Moe (303) 628-6000 – Denver, CO

Senior Project Manager | City & County of Denver | 6th Avenue, Storm Sewer | 2010; 3,000 LF of 60"-18" RCP, 2,000 LF of 15" sanitary sewer 20+ feet deep open cut; Chuck Hart (303) 446-3642 – Denver, CO

Senior Project Manager | Xcel Public Service Company of Colorado | Chilled Water Distribution | 2010; 1800 LF of 42" & 36" RCP down 6th avenue using open cut shoring boxes in depths up to 15 feet deep, in clays and sands; Michael Flick (303) 446-3628 – Denver, CO

Senior Project Manager | North Washington Water & Sanitation District | 56th Avenue, Valve Replacement | 2010; 7 point repair and valve replacements on existing 6" waterline urban setting ; (303) 288-0668 – Denver, CO

Senior Project Manager | United Airlines | Fire Water Storage Tank | 2010; 300 LF of 42" diameter waterline in United Tank yard, up to 15 feet deep in sand; Steven Culbertson (970) 352-6565 – Denver, CO



Brenden Tippetts

Vice President of Operations

Senior Project Manager | City of Westminster | Southern Zone 1 | 2010; 10,000 LF of 36" and 30" DIP Open cut up to 15 feet deep, in clay, sands, using trench box shoring in rural city streets; Dan Strietelmeier (303) 658-2179 – Westminster, CO

Senior Project Manager | City of Thornton | Community Non-Potable Park Irrigation Storage Pond | 2010; 300 LF pond tap 8" HDD, urban/park setting; Robert Huzjak (303) 225-4611 – Thornton, CO

Senior Project Manager | City of Aurora | Sand Creek Sanitary Sewer Bypass | 2010; 800 LF of 78" diameter RCP open cut and structures up to 15 feet deep, urban/park setting; Clint Weisz (303) 739-7388 – Aurora, CO

Senior Project Manager | Coors Brewing Company | Directional Boring Services | 2010; 1,200 LF of 8" HDD on plant property between buildings, industrial setting; Joe Weickenand (303) 277-6813 – Denver, CO

Senior Project Manager | Water & Sanitation District | SAC-2010-Adams City Area Water and Service Line Replacements | 2010; 10,000 LF of 6"&8" waterline and 110 meters and connections urban setting; Steve Hibbeler (303) 288-2646 – Denver, CO

Senior Project Manager | Denver Federal Center | 2010; (2) 42" diameter auger bores 80 LF | Bore, Installed DIP carrier pipe and steel wall casing, 4 shafts up to 25 feet deep rural setting; Fiore & Sons (303) 647-5893 – Denver, CO

Senior Project Manager | Town of Erie | Raw Water Pipeline | 2009; 52,000 LF of 36 welded Steel pipe; (7) Tunnel Crossings 60" Diameter. Shafts up to 25 feet in depth using shoring boxes minimum of 10 feet of groundwater, using shoring boxes urban setting, 7 road crossings; Kate Henske (303) 721-0563 – Erie, CO

Senior Project Manager | NuStar Energy LP | NuStar/Enerpipe Gasline | 2009; 2,000 LF of 12" HDD; Tim Cowan (806) 681-4527 – Denver, CO

Senior Project Manager | Town of Erie | Paramount Yard Piping | 2008; 1,000 LF of 30" Welded steel pipe waterline, (2) 42" augers crossing Jay road, (4) shafts up to 30 feet in depth in sands and gravels, using shoring boxes, urban setting; Kate Henske (303) 721-0563 – Erie, CO

Senior Project Manager | City & County of Denver, Manager of Aviation DIA | Parking Structure Mod 4, Denver International Airport | 2008; 4,500 LF of 60" RCP, 2,000 LF of 6" Welded Pipe, 5,000 LF of sanitary sewer, 3,000 LF of 8" waterline, in depths up to 30 ft deep using shoring boxes, and 10 feet of groundwater, urban setting; Jeff Erker (970) 535-4725 – Denver, CO

Senior Project Manager | City & County of Denver Aviation World Water & Solar | DIA Solar Power, excavation for solar duct banks | 2008; 10,000 LF of electrical duct bank at Denver International Airport rural setting; Brian Cole (303) 733-7248 – Denver, CO



Brenden Tippetts

Vice President of Operations

Senior Project Manager | Milender White Construction | Dam Residences | 2008;
Repair of existing 6" sewer line, multiple shaft/point repairs 12 feet deep, campus setting;
Emma Rankin (303) 216-0420 – Denver, CO

Senior Project Manager | Milender White Construction | Landmark Retail | 2008;
1,000 LF - 4"-60" RCP, storm connections, urban/development setting; Emma Rankin
(303) 216-0420 – Greenwood Village, CO

Senior Project Manager | City of Loveland | Marianna Buttes Slip Line | 2007; 2,000 LF
slipline of wood stave waterline, 2,000 LF of open cut; Tom Degrand (970) 962-2709; Chris
Matkins (970) 262-3700 – Loveland, CO

Senior Project Manager | Colorado Department of Public Health and Environment |
Clear Creek Big Five Mine Pipeline Repair | 2007; 15,000 LF of 4" HDPE open cut, in hard
rock up mountain roads and streets, through the middle of the town of Idaho Springs, depths
up to 10 feet, urban setting; Ron Abel (303) 692-3390 – Idaho Springs, CO

Senior Project Manager | City of Fort Morgan | Barlow Road | 2007; 2,500 LF of 8"
Sanitary Sewer and Lift Station, (1) shaft for the lift station, 30 feet deep using sliderail in
sands, groundwater up to 20 feet in depth, rural setting; Gary Dresden (970) 542-3900 –
Fort Morgan, CO

Senior Project Manager | Xcel Energy | 18th Street, Steam Service Line | 2007;
1,000 LF of 30" dual chilled welded steel waterline in downtown Denver, in sands, urban
setting; Rick Bartoshevich (303) 297-1089 – Denver, CO

Senior Project Manager | Suncor Energy, Inc. | 2006; 400 LF of 72" Microtunnel
Permalok Pipe in sands and gravels. 4 shafts up to 30 feet in depth using sliderail
shoring, manufacturing setting/industrial; Charles Lankford (303) 682-0365 – Commerce
City, CO

Senior Project Manager | City of Aurora | Rampart Pipeline Appurtenances Phase 2 |
2006; 300 LF of 90" diameter TBM Pipe Jacking under hwy 85 in clay, (2) shafts up to 25 feet
in depth using sliderail and shoring boxes, urban setting; Duey (303) 326-6555 – Littleton,
CO

Senior Project Manager | City of Federal Heights | Pipeline and Lift Station | 2006; 25'
deep lift station and shaft using sliderail, and 2,000 lf of GBM and direct bury 8" certalok
pipe, 2,000 lf of open cut 8" pipe for sanitary sewer system, urban setting; Dave Bishop
(303) 428-9348 – Federal Heights, CO

Senior Project Manager | Colorado Department of Transportation | Rampart Raw
Water Line | 2006; 300 LF of 108" diameter welded steel waterline | 300 LF of 54"
diameter welded steel waterline | 300 LF of 42" diameter welded steel waterline 6



Brenden Tippets

Vice President of Operations

shafts up to 25 feet deep in clay and rock, using slide rail, urban setting; Jim Wise, (303) 688-6611 – Sedalia, CO

Senior Project Manager | Denver Water Board | Conduit 151 | 2006; 5,000 LF of 36" Welded Steel Waterline up to 20 feet deep using trench box shoring rural setting; Jeremy Ross (303) 628-6000 – Denver, CO

Senior Project Manager | Park Creek Metro District | Stapleton Filing 14 | 2005; 50,000 LF of 12" diameter waterline | 5,000 LF of 11x7 to 7x7 Box culvert open cut | 10,000 LF of 24" to 60" diameter RCP open cut | 10,000 LF of 24" to 8" Sanitary Sewer open cut, rural setting; John Hampton (303) 321-4122 – Denver, CO

Senior Project Manager | City of Aurora | Griswold Valve Replacement Emergency Repair | 2005; 500 LF of 42" welded steel pipe waterline; Greg Duey (303) 326-6555 – Aurora, CO

Senior Project Manager | City of Commerce | Buffalo Run Golf Course
Install PVC Pipe | 2005; 2,000 LF of 8" diameter PVC waterline up to 15 feet deep using shoring box, urban setting; Rose Clawson (303) 289-5150 – Commerce City, CO

Senior Project Manager | City of Loveland | 24-inch Waterline Relocation | 2004; 2,000 LF of 24" diameter Welded steel pipe waterline up to 15 feet deep, with 7-10 feet of groundwater in sands and gravels, using trench shoring, urban setting; Tom Degrand (970) 962-2709 – Loveland, CO

Senior Project Manager | East Jefferson County Sanitation District | Sewer Main Rehabilitation | 2004; 50 point repairs and connections, up to 15 feet deep, in city streets; Peter Nelson (303) 986-1444 – Lakewood, CO

Senior Project Manager | McWhinney Enterprises | Centerra East
Relocate steel water line | 2004; 270 LF of 34" Welded steel pipe waterline up to 15 feet deep using shoring boxes, 2,875 LF of 24" sanitary sewer PVC, in sands and clay, up to 20 feet deep, urban setting; John Tuft (970) 221-4158 – Loveland, CO

Senior Project Manager | Bear Creek Water & Sanitation District | Kemo Sanitary Sewer Ext | 2004; 2,000 LF of 8" Sanitary Sewer with depths 20+ feet in rock greater than 8,000 psi, using trench shoring, urban setting; Sandra Boster (303) 986-3442 – Lakewood, CO

Senior Project Manager | University of Denver | DU Irrigation Distribution System | 2004; 5,000 LF of 6" & 8" diameter HDD waterlines, campus setting; Jim Hastings (303) 733-8486 – Denver, CO

Senior Project Manager | Federal Bureau of Prison | FCI Englewood | Facility Upgrades and Waterline | 2004; Replacement of all interior waterlines, sewer lines, and storm sewers, totaling 10,000 lf of 8", 12", 24" and 36" open cut inside prison grounds | 6



Brenden Tippets

Vice President of Operations

tunnels crossing under security fences, for utility connections. Class C12 Grading and Paving, industrial/campus setting; James Benner (303) 985-1566 – Englewood, CO

Senior Project Manager | Interstate I-270 tunnels | City and County of Denver | Stapleton Redevelopment | 2003; 384 LF of 84" Microtunnel and 400 LF of 42" GBM/Auger Bore under Interstate 270, in running sands. Denver, CO

Trainings, Certifications, and Education

VENTILATION AND CONFINED SPACE

OSHA 30 Hour Construction

CPR

RIGGING

TRENCH AND SHORING SAFETY

DRUG AND ALCOHOL AWARENESS

GROUND DISTURBANCE LEVEL 1 & 2

LEADERSHIP TRAINING

STEERING COMMITTEE MEMBER, AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION (AREMA)

STEERING COMMITTEE MEMBER, NORTH AMERICAN SOCIETY OF TRENCHLESS TECHNOLOGY (NASTT)

STEERING COMMITTEE MEMBER OF AMERICAN SOCIETY OF CIVIL ENGINEERS

MICROTUNNELING GUIDELINES (ASCE 36-15)

MEMBER, NORTH AMERICAN MICROTUNNELING ASSOCIATION (AREMA)

2013-ALL STAR AWARD-PROJECT MANAGER OF THE YEAR

2019-ALL STAR SAFETY AWARD

2001- METROPOLITAN STATE UNIVERSITY, DENVER CO

BACHELOR OF SCIENCE, BUSINESS MANAGEMENT

**NADA PACIFIC CORPORATION
EMPLOYEE RESUME**

Frank Lorenzen

President

Education : BS Product Development, University of Wisc. Stout (1983)

Related Experience : 1982 - 2003 with Akkerman, Inc., Manufacturer Tunneling Equipment. Design Engineer: 1982-1987; Engineering Mgr: 1987-2000; Sr. Eng New Product Development- 2000-2003.

2003 - 2020: VP of Operation Nada Pacific Corporation; 2021-Current: President of Nada Pacific Corporation

Microtunneling Projects with Nada Pacific Corporation

No.	Project Ref.	Project / Location	Start Date	Compl Date	Total Footage	Longest Drive	Pipe Size	Pipe Type
1	39	Alvarado Blvd Trunk Sewer Project Ph. I Union City, CA	Jul-03	May-04	7220	820	39	Polycrrete
2	40	Export Pipeline Castro Valley/Lewelling Segment Castro Valley & San Leandro, CA	Jun-03	Feb-04	7570 650	980	36 55	RCCP Steel Csg
3	41	Nurmi Supply Pipeline Relocation Newark, CA	Aug-03	Dec-03	360	360	24	Permalok
4	43	Silicon Valley Power 230KV Transmission Line Santa Clara, CA	Nov-04	Nov-04	480	480	36	Polycrrete
5	45	Alvarado Blvd Trunk Sewer Project - Ph II, Union City, CA	Jun-04	Jun-05	5274 1252 384 256	776	24 36 21 36	Polycrrete Polycrrete Polycrrete Permalok
6	48	U & S Streets Inline Storage Project Sacramento, CA	Jun-05	Jun-05	520	524	66	RCP
7	49	Upper NW Interceptor 5 & 6 Sacramento, CA	Jul-05	Aug-05	528 516	528	48 66	RCP RCP
8	50	Sacramento Airport Domestic Water Sacramento, CA	Aug-05	Aug-05	340	340	49	Permalok
9	52	Walnut Creek/San Ramon Valley Trans Pipeline Walnut Creek, CA	Jan-06	May-06	860	860	84	Steel Csg.
10	53	North Napa Bypass Sewer & Siphon Napa, CA	Sep-07	Oct-07	538	288	72	Permalok
11	54	Bay St. Reservoir System Transmission Imprvmt. Santa Cruz, CA	Dec-07	Dec-07	460	460	36	Permalok
12	55	Solids Dewatering Facility Las Vegas, NV	Jun-07	Aug-07	294 668	280 280	36 49.5	Permalok Permalok
13	56	North San Jacinto Sewer Project – Phase 2 San Jacinto, CA	Jun-07	Oct-07	2202 1304	402 450	24 27	Polycrrete Polycrrete
14	57	Folsom South Canal Connection Project Mokelumne River to Mokelumne Aqueducts Clements, CA 95227	Dec-07	Feb-08	244 434	244 434	88 72	Permalok RCCP
15	58	North Outfall Sewer (W.O. SZC11307) Los Angeles, CA	Mar-08	May-08	200 110	200 110	72 49.5	Hobas Permalok
16	59	Avenue 45 Los Angeles, CA	May-08	Jun-08	312	312	44.5	Permalok
17	60	FRWA Segment 3 Florin, CA	Oct-08	Jul-08	309	309	88	Permalok
18	61	FRWA Segment 1 Elk Grove, CA	Oct-07	Oct-08	1843	1050	102	Permalok
19	62	A-line Relief Interceptor, Ph. 2A Concord, CA	Jun-08	Sep-08	870	460	72	RCP
20	63	Altamont Pipeline - Livermore Reach Livermore, CA	Sep-08	Sep-08	373	373	55.5	Permalok
21	64	Folsom South Canal Connection Project Clay Station to Jack Tone Rd. Galt, CA	Dec-08	Dec-08	110	110	102	Permalok
22	65	Neilson St. Storm Drain & Sanitary Improvements Albany, CA	Oct-08	Dec-08	1380	520	30/38.75	RCP
23	66	ARP Wells to Desal Pipelines, Phase 2 Fremont, CA	Mar-09	Mar-09	290	290	36	Permalok
24	67	29th Ave Relief Sewer Oakland, CA	May-09	May-09	307	307	24	Polycrrete
25	68	Newport Trunk Sewer & Force Main Huntington Beach, CA	May-09	Oct-09	1622	1376	96	Permalok

No.	Project Ref.	Project / Location	Start Date	Compl Date	Total Footage	Longest Drive	Size	Pipe Type
26	69	Secret Town Pipeline Ph. II Improvements Secret Town, CA	Oct-09	Nov-09	280	280	55.5	Permalok
27	70	J Station Elimination Port Huenerne, CA	Oct-09	Nov-09	630	320	36 / 44	Polycrete
28	71	Walton 14-inch Water Distribution Line Yuba City, CA	Jan-10	Feb-10	339	339	72	Permalok
29	72	Alameda Siphon 4 Sunol, CA	Sep-10	Nov-10	560	560	94.5/96	Permalok
30	73	Lakeshore Trunk Sewer Lake Elsinore, CA	Mar-10	Dec-10	8740	925	54/66.5"	RCP
31	74	BDPL5 - WD2541 Newark, CA	Jun-10	Jul-11	2376	1189	87.5"	Permalok
32	75	Stone Hollywood Trunk Line Los Angeles, CA	Aug-11	Sep-11	330	330	72"	Permalok
33	76	Laguna Treatment Plant Trunk Sewer Interconnect Santa Rosa, CA	Dec-11	Jan-12	465	465	48/58"	RCP
34	77	Sewer Lift Station No. 10 - Contract 2011-02 King County, WA	Jan-12	Feb-12	760	760	48/59.5"	RCP
35	78	Salinity Mgmt. Pipeline, Ph. 2A Camarillo, CA	Jun-12	Jul-12	335	335	44.5"	Permalok
36	79	Agua Fria , Toroges, & Caliente Creek Improvements Fremont, CA	Jul-12	Aug-12	511	511	78/96.5"	RCP
37	80	North Plains East Trunk Extension Proj. No. 6261 North Plains, OR	Sep-12	Oct-12	711	711	44.5"	Permalok
38	81	Hueneme Road Recycled Water Project Oxnard, CA	May-13	Jun-13	536	536	60"	Permalok
39	82	Miller Park to Pershing Sewer Separation Project Omaha, NE	Sep-13	Nov-13	1296	1296	60"	RCP
40	83	Lift Station 11B, Contract 04-2007S Covington, WA			427	427	72.0"	Permalok
41	84	Ute Reservoir Intake Screens and Tunnel Logan, NM	Mar-14	Apr-14	233	233	60.0"	Permalok
42	85	48" Force Main Reliability Project - Unit 1 Redwood City, CA	Oct-13	Jun-14	2250	900	72.0"	Permalok
43	86	Mesa Road Trunk Sewer Project Goleta, CA	Jul-14	Aug-14	1420	730	42 / 44.5	Hobas
44	87	Georgia Street Interceptor Amarillo, TX	May-15	Jul-15	2399	750	42 / 44.5	Hobas
45	88	Schwerin Street Sewer System Improvement San Francisco, CA	Aug-15	Sep-15	600	600	60"	Hobas
46	89	Industrial Road Parallel Sanitary Sewer San Carlos, CA	Dec-15	Jan-16	400	400	45.5"	Permalok
47	90	Agua Hedionda Sewer Lift Station Carlsbad, CA	Jul-16	Jun-17	3999	753	60"	Hobas
48	91	Sewer & AC Water Group 827 San Diego, CA	Jan-17	May-17	2001	600	34"	Polycrete
49	92	USD Twin Force Main Newark, CA	Jan-18	TBD	280	140	44.5	Permalok
50	93	North Valley Regional Recycled Waterline Program Turlock, CA	Jan-19	Mar-19	580	280	55.5"	Permalok
51	94	Machado Lake Pipeline Project Eastern Reach Long Beach Ca.	Feb-20	Aug-20	434	323	36"	Permalok
52	95	U21 48" Water Trunk Line LAX Airport - LADWP	TBD	TBD	1631	716	44.5	Permalok
53	96	Tracy WTP Effluent Outfall Pipeline Improvements-CIP74083 Tracy Ca.	May-20	Jul-20	434	323	72.0"	Permalok
54	97	North Manteca Truck Sewer Manteca Ca	Jul-20	Oct-20	671	671	55.5"	Permalok
55	98	Underground Flow Equalization System (UFES) Sam Mateo, Ca.	Nov-20	Jan-21	224	224	84.00	Permalok
56	99	Lennar - Placer Vineyards P1 Infrastructure Offsite Roseville Ca	Apr-21		104	104	60.00	Permalok
					2953	525	36	Hobas
					798	360	36	Hobas
			Dec-22	Jan-23	280	280	36.00	WCS

**FOREMAN
AND
MTBM OPERATORS**

**NADA PACIFIC CORPORATION
EMPLOYEE MICROTUNNELING EXPERIENCE**

Tim Butow

Foreman / Lead MTBM Operator

Certifications: Cranes; OSHA Safety Rep; Gas Tester

Foreman responsibilities include equipment preparation, coordinates microtunneling activities, supervises & directs field personnel, identifies & solves problems.

MTBM Operator responsibilities include operation of the MTBM and supervises maintenance & repairs

Separation Plant Supervisor responsibilities include oversees & coordinates soil separation operation.

Project Ref.	Project / Location	Start Date	Compl Date	Total Footage	Longest Drive	Pipe Size	Pipe Type
MTBM Operator Trainee							
1	3 Vicksburg Avenue - 96th Interceptor	Mar-95	Aug-95	5,417	739	42	Hobas
2	5 Pleasant Hill Relief Interceptor Pleasant Hill, CA	Aug-95	Nov-95	3,015	689	48	RCP
3	6 Peralta Boulevard Sanitary Sewer Fremont, CA	May-96	Oct-96	2,840	430	18	VCP Polycrete
Foreman & Operator							
4	8 Lower Warren Avenue Sewer Project Fremont, CA	Oct-96	Dec-96	1,000	445		Permalok
5	10 Upper Fremont Boulevard Sewer Project - Phase 1 Fremont, CA	May-97	Sep-97	5,300	465	21	Polycrete
6	11 Blaine Avenue Relief Sewer Newark Sub basin Fremont, CA	Aug-97	Oct-97	1,976	380	36	Hobas
7	12 Joint Outfall "C" Unit 3B Trunk Sewer Long Beach, CA	Oct-97	Dec-97	1,356	780	60	RCP
8	13 South Orinda Sewer Improvements - Phase 1 Orinda, CA	Nov-97	Oct-98	6,245	640	36	RCP
9	17 Apian Way Influent Sewers & Forcemain Santa Monica, CA	Mar-99	May-99	620		60	RCP
10	19 Upper Warren Avenue Sewer Project Fremont, CA	May-99	Aug-99	1,800		18	Polycrete
11	22 Thompson Pump Plant Los Angeles, CA	Jan-00	Jan-00	96		18	Polycrete
12	24 Parallel Force Main Project, Milpitas, CA	Aug-00	Sep-00	532 532			Steel Csg
13	25 Newark Sub basin Upper Relief Sewer Project Newark, CA	Nov-00	Jan-01	3,480		21	Polycrete
14	26 Kaiser-Randum Land Reclamation Project Livermore CA	Jan-01	Jan-01	400		36	Polycrete
15	27 Coastal Distribution Local Water Supply Project Watsonville, CA	Feb-01	Feb-01	91		36	RCCP
16	31 Hollywood Main Replacement Sewer, Hollywood, CA	Jun-01	Mar-02	2877 725		30 15	Polycrete
17	32 Geysers Recharge Project, Healdsburg Pipeline Healdsburg, CA	Aug-01	Jun-02	1100		60	Permalok
18	33 Friendly Acres Storm Drain Improvement - Phase II Redwood City, CA	Sep-01	Feb-02	590		66	RCP
19	36 Marina Del Rey 24-inch Feedline Phase 1A Marina Del Rey, CA	Feb-02	May-02	528		36	Permalok
20	37 Hollywood Main Sewer Replacement Los Angeles, CA	Oct-01	Feb-02	2877 725		27 15	Polycrete VCP
21	38 Dominguez Gap Barrier Project, Long Beach, CA	Jul-03	Oct-03	1358	953	57	Hobas
22	39 Alvarado Blvd Trunk Sewer Project Union City, CA	Jul-03	May-04	7220	820	39	Polycrete
23	40 Export Pipeline Castro Valley/Lewelling Segment Castro Valley & San Leandro, CA	Jun-03	Feb-04	7570 650	980	36 55	RCCP Steel Csg

Project		Start	Compl	Total	Longest	Pipe	
Ref.	Project / Location	Date	Date	Footage	Drive	Size	Type
24	45 Alvarado Blvd Trunk Sewer Project - Ph II, Union City, CA	Jun-04	Jun-05	5274 1252 384 256	776	24 36 21 36	Polycrrete Polycrrete Polycrrete Permalok
25	48 U & S Streets Inline Storage Project Sacramento, CA	Jun-05	Jun-05	520	524	86	RCP
26	51 Redwood Trunk Sewer - Hemlock Segment Oxnard, CA	Jun-05	Nov-05	3450	1000	36	Polycrrete
27	52 Walnut Creek/San Ramon Valley Trans Pipeline Walnut Creek, CA	Jan-06	May-06	860	860	84	Steel Csg.
28	53 North Napa Bypass Sewer & Siphon Napa, CA	Sep-06	Oct-06	538	288	72	Permalok
29	54 Bay St. Reservoir System Transmission Imprvmt. Santa Cruz, CA	Dec-06	Dec-06	460	460	36	Permalok
30	55 Solids Dewatering Facility Las Vegas, NV	Jun-07	Aug-07	294 688	294	36 49.5	Permalok Permalok
31	56 North San Jacinto Sewer Project - Phase 2 San Jacinto, CA	Jun-07	Oct-07	2202 1304	402	24 27	Polycrrete Polycrrete
32	57 Folsom South Canal Connection Project Mokelumne River to Mokelumne Aqueducts Clements, CA 95227	Dec-07	Feb-08	244 434	244	88 72	Permalok RCCP
33	58 North Outfall Sewer (W.O. SZC11307) Los Angeles, CA	Mar-08	May-08	200 110	200	72 49.5	Hobas Permalok
34	59 Avenue 45 Los Angeles, CA	May-08	Jun-08	312	312	44.5	Permalok
35	60 FRWA Segment 3 Florin, CA	Jun-08	Jul-08	309	309	88	Permalok
36	61 FRWA Segment 1 Elk Grove, CA	Oct-07	Oct-08	1307	1050	102	Permalok
37	63 Altamont Pipeline - Livermore Reach Livermore, CA	Sep-08	Sep-08	373	373	55.5	Permalok
38	64 Folsom South Canal Connection Project Clay Station to Jack Tone Rd. Galt, CA	Dec-08	Dec-08	110	110	102	Permalok
39	68 Newport Trunk Sewer & Force Main Huntington Beach, CA	May-09	Oct-09	1622	1376	96	Permalok
40	69 Secret Town Pipeline Ph. II Improvements Secret Town, CA	Oct-09	Nov-09	280	280	55.5	Permalok
41	71 Walton 14-inch Water Distribution Line Yuba City, CA	Jan-10	Feb-10	339	339	72	Permalok
42	72 Alameda Siphon 4 Sunol, CA	Sep-10	Nov-10	560	560	84.5/96	Permalok
43	74 BDPL5 - WD2541 Newark, CA	Jun-10	Jul-11	2376	1189	87.5"	Permalok
44	76 Laguna Treatment Plant Trunk Sewer interconnect Santa Rosa, CA	Dec-11	Jan-12	465	465	48/58"	RCP
45	77 Sewer Lift Station No. 10 - Contract 2011-02 King County, WA	Feb-12	Mar-12	760	760	48/59.5"	RCP
46	79 Agua Fria , Toroges,& Caliente Creek Improvements Fremont, CA	Jul-12	Aug-12	511	511	78/96.5"	RCP
47	80 North Plains East Trunk Extension Proj. No. 6261 North Plains, OR	Sep-12	Oct-12	711	711	44.5"	Permalok
48	83 Lift Station 11B, Contract 04-2007S Covington, WA			427	427	72.0"	Permalok
49	85 48" Force Main Reliability Improvement Project - Unit 1 Redwood City, CA	Oct-13		2250	900	72.0"	Permalok
50	86 Mesa Road Trunk Sewer Project Goleta, CA	Jul-14	Aug-14	1420	730	42 / 44.5	Hobas
51	87 Georgia Street Interceptor Amarillo, TX	May-15	Jul-15	2399	750	42 / 44.5	Hobas
52	88 Schwerin Street Sewer System Improvement San Francisco, CA	Aug-15	Sep-15	600	600	60"	Hobas
53	89 Industrial Road Parallel Sanitary Sewer San Carlos, CA	Dec-15	Jan-16	400	400	45.5"	Permalok
54	90 Agua Hedionda Sewer Lift Station Carlsbad, CA	Jul-16	Jun-17	3999	753	60"	Hobas
55	91 Sewer & AC Water Group 827 San Diego, CA	Jan-17	May-17	2001	600	34"	Polycrrete
56	92 USD Twin Force Main Newark, CA	Jan-18	Feb-18	280	140	44.5	Permalok

Project			Start	Compl	Total	Longest	Pipe	
Ref.	Project / Location	Date	Date	Footage	Drive	Size	Type	
57	93 North Valley Regional Recycled Waterline Program Turlock, CA	Jan-19	Mar-19	580	280	55.5"	Permalok	
58	94 Machado Lake Pipeline Project Eastern Reach Long Beach Ca.	Feb-20	Aug-20	434	323	36"	Permalok	
		TBD	TBD	1631	716	44.5	Permalok	
59	95 U21 48" Water Trunk Line LAX Airport - LADWP	May-20	Jul-20	434	323	72.0"	Permalok	
60	96 Tracy WTP Effluent Outfall Pipeline Improvements-CIP74083 Tracy Ca.	Jul-20	Oct-20	671	671	55.5"	Permalok	
61	97 North Manteca Truck Sewer Manteca Ca	Nov-20	Jan-21	224	224	84.00	Permalok	
				104	104	60.00	Permalok	
62	98 Underground Flow Equalization System (UFES) Sam Mateo, Ca.	Apr-21		2953	525	36	Hobas	
55	98 Underground Flow Equalization System (UFES) Sam Mateo, Ca.	Apr-21		2953	525	36	Hobas	
				798	360	36	Hobas	
56	99 Lennar - Placer Vineyards P1 Infrastructure Offsite Roseville Ca	Dec-22	Jan-23	280	280	36.00	WCS	

Slurry Microtunneling & Tunnel Experience, LF

114,263

**NADA PACIFIC CORPORATION
EMPLOYEE EXPERIENCE**

Jason Shepherd

**Foreman /MTBM Operator
Separation Plant Supervisor**

Certifications: Cranes; OSHA Safety Rep; Gas Tester

Foreman responsibilities include equipment preparation, coordinates microtunneling activities, supervises & directs field personnel, identifies & solves problems.

MTBM Operator responsibilities include operation of the MTBM and supervises maintenance & repairs

Separation Plant Supervisor responsibilities include oversees & coordinates soil separation operation.

Project Ref.	Project / Location	Start Date	Compl Date	Total Footage	Longest Drive	Pipe Size	Pipe Type
MTBM Operator							
1	62 A-line Relief Interceptor, Ph. 2A Concord, CA	Jun-08	Sep-08	870	460	72	RCP
2	63 Altamont Pipeline - Livermore Reach Livermore, CA	Sep-08	Sep-08	373	373	55.5	Permalok
3	64 Folsom South Canal Connection Project Clay Station to Jack Tone Rd. Galt, CA	Dec-08	Dec-08	110	110	102	Permalok
4	69 Secret Town Pipeline Ph. II Improvements Secret Town, CA	Oct-09	Nov-09	280	280	55.5	Permalok
5	72 Alameda Siphon 4 Sund, CA	Sep-10	Nov-10	560	560	94.5/96	Permalok
6	74 BDPL5 - WD2541 Newark, CA	Jun-10	Jul-11	2376	1189	87.5"	Permalok
7	82 Miller Park to Pershing Sewer Separation Project Omaha, NE	Sep-13	Nov-13	1296	1296	60"	RCP
8	85 48" Force Main Reliability Improvement Project - Unit 1 Redwood City, CA	Oct-13		2250	900	72.0"	Permalok
9	86 Mesa Road Trunk Sewer Project Goleta, CA	Jul-14	Aug-14	1420	730	42 / 44.5	Hobas
10	87 Georgia Street Interceptor Amarillo, TX	May-15	Jul-15	2399	750	42 / 44.5	Hobas
11	88 Schwerin Street Sewer System Improvement San Francisco, CA	Aug-15	Sep-15	600	600	60"	Hobas
12	89 Industrial Road Parallel Sanitary Sewer San Carlos, CA	Dec-15	Jan-16	400	400	45.5"	Permalok
13	90 Agua Hedionda Sewer Lift Station Carlsbad, CA	Jul-16	Jun-17	3999	753	60"	Hobas
14	91 Sewer & AC Water Group 827 San Diego, CA	Jan-17	May-17	2001	600	34"	Polycrete
15	92 USD Twin Force Main Newark, CA	Jan-18	Feb-18	280	140	44.5	Permalok
16	93 North Valley Regional Recycled Waterline Program Turlock, CA	Jan-19	Mar-19	580	280	55.5"	Permalok
17	94 Machado Lake Pipeline Project Eastern Reach Long Beach Ca.	Feb-20	Aug-20	434	323	36"	Permalok
18	95 U21 48" Water Trunk Line LAX Airport - LADWP	May-20	Jul-20	434	323	72.0"	Permalok
19	96 Tracy WTP Effluent Outfall Pipeline Improvements-CIP74083 Tracy Ca.	Jul-20	Oct-20	671	671	55.5"	Permalok
20	97 North Manteca Truck Sewer Manteca Ca	Nov-20	Jan-21	224 104	224 104	84.00 60.00	Permalok Permalok
21	98 Underground Flow Equalization System (UFES) Sam Mateo, Ca.	Apr-21		2953	525	36	Hobas
55	98 Underground Flow Equalization System (UFES) Sam Mateo, Ca.	Apr-21		2953 798	525 360	36 36	Hobas Hobas
56	99 Lennar - Placer Vineyards P1 Infrastructure Offsite Roseville Ca	Dec-22	Jan-23	280	280	36.00	WCS

PART C: EXPERIENCE OF SHAFT CONSTRUCTION SUB-CONTRACTOR

The shaft subcontractor shall provide information about three (3) of its most recently completed projects of similar scope. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications. If a separate sheet is used, it must contain all of the following information:

1. Project Name:

Large Diameter Gravity Sewer II - 3B (P.N. 944)

Location:

San Rafael, CA

Owner:

Ross Valley Sanitary District

Owner Contact (name and phone):

Katherine Hayden (415) 259-2949

Architect/Engineer:

Ross Valley Sanitary District

Architect/Engineer Contact (name and phone number): -

Justin Seufurt (530) 966-7901

Const. Mgr. or Project Mgr. (name and phone number):

Justin Seufurt (530) 966-7901

Description of Project, Scope of work Performed:

36" casing by jack & bore

Total Construction Cost: \$ 4,769,668.09

Total Change Order Amount: 0

Did Change Orders exceed 10% of original contract sum? No. If yes, please explain on separate sheet.

Original Scheduled Date of Completion: 02/06/2020

Time Extensions Granted (number of Days): 0

Actual Date of Completion: 02/06/2020

Number of Stop Notices filed by Subcontractors or Suppliers: 0

2. Project Name:

7216 - Trimble Rd & Amberwood Ln Sanitary Sewer Improvement

Location:

San Jose, CA

Owner:

City of San Jose

Owner Contact (name and phone):

Titus Raceles (408) 793-5305

Architect/Engineer:

City of San Jose

Architect/Engineer Contact (name and phone number): -

Titus Raceles (408) 793-5305

Const. Mgr. or Project Mgr. (name and phone number):

Titus Raceles (408) 793-5305

Description of Project, Scope of work Performed:

654 lf - 12" HDPE SDR 21 & 20" ID steel casting by jack & bore

Total Construction Cost: \$ 4,322,852.00

Total Change Order Amount: 0

Did Change Orders exceed 10% of original contract sum? No. If yes, please explain on separate sheet.

Original Scheduled Date of Completion: 05/04/2019

Time Extensions Granted (number of Days): 0

Actual Date of Completion: 05/04/2019

Number of Stop Notices filed by Subcontractors or Suppliers: 0

3. Project Name:
East-West Water Transmission Pipeline Segment 5C

Location:
Fairfield , CA

Owner:
City of Fairfield

Owner Contact (name and phone):
Thomas Martian (707) 428-7478

Architect/Engineer:
City of Fairfield

Architect/Engineer Contact (name and phone number): -
Thomas Martian (707) 428-7478

Const. Mgr. or Project Mgr. (name and phone number):
Thomas Martian (707) 428-7478

Description of Project, Scope of work Performed:

167' lf - 54" storm sewer steel casting by jack & bore

Total Construction Cost: \$ 4,809,147.07

Total Change Order Amount: 0

Did Change Orders exceed 10% of original contract sum? No. If yes, please explain on separate sheet.

Original Scheduled Date of Completion: 05/12/2017

Time Extensions Granted (number of Days): 0

Actual Date of Completion: 05/12/2017

Number of Stop Notices filed by Subcontractors or Suppliers: 0

END OF DOCUMENT 00450



Liberty Mutual Surety
17771 Cowan, Suite 100, Irvine, California 92614, (949) 263-3300
www.libertymutualsurety.com

January 25, 2023

Cupertino Sanitary District

Re: Cratus, Inc.
Project: Wolfe Road Sewer Relocation Project

To Whom It May Concern:

Surety bond credit for Cratus, Inc. is provided by The Ohio Casualty Insurance Company, a subsidiary of Liberty Mutual. Ohio Casualty is a corporation duly organized under the laws of the State of New Hampshire and is licensed to do business in the state of California. A.M. Best rating for Ohio Casualty is A XV (Excellent).

In our opinion, Cratus is an excellent general engineering contractor. We are pleased to recommend them to you. We currently provide bonds to Cratus, Inc. on a regular basis for individual contracts up to \$30 million with an aggregate backlog of up to \$80 million. Should Cratus, Inc. be the successful bidder and be awarded the contract for the above referenced project the required performance and payment bond will be issued by us.

This is a bonding reference letter and is neither a bid bond nor a final bond. All bonding decisions are subject to our acceptance of the contract terms, financial position of Cratus, Inc. at the time bonds are needed, and any other underwriting requirements. We assume no liability to any party if for any reason we do not provide any bonds.

Sincerely,
The Ohio Casualty Insurance Company

A handwritten signature in blue ink that reads "Brad Bahl".

Brad Bahl
Attorney-in-Fact

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

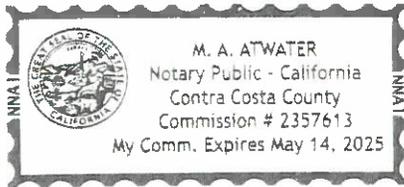
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Contra Costa }

On January 25th, 2023 before me, M.A. Atwater, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Brad Bahl
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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 M.A. Atwater
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8206758-971892

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brad Bahl; Dennis A. Sewell; Gordon J. Fischer; Sam Totah

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of November, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 5th day of November, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of January, 2023.



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



RCFISCHER[&]CO

January 25, 2023

Cupertino Sanitary District

Re: Cratus, Inc.
Wolfe Road Sewer Relocation Project

To Whom it May Concern:

Please be advised that Cratus, Inc. will be able to meet the insurance requirements if they are awarded this project. Cratus, Inc. is insured by Travelers Indemnity Company of Connecticut. Travelers is rated A++ (XV) by A.M. Best Rating Services.

Please contact me directly if you need additional information.

Sincerely,

Brad T. Bahi
RC Fischer & Company

Service • Integrity • Value • Since 1959
Complete Insurance Solutions

Phone (925) 932-7825
Fax (925) 932-0962
www.rcfischer.com
Lic. #01427375

1777 Botelho Dr.
Suite 375
Walnut Creek, CA 94596

P.O. Box 8101
Walnut Creek, CA 94596



HUMAN AND PHYSICAL RESOURCE

- 1) Description and location of manufacturing facilities, naming products and quantifying production capacity and current demand;
None.
- 2) Description of field organization(s), naming skills and equipment;

<u>Job Classification</u>	<u>Number of Employee</u>
Exec/Senior Level	3
Office Administration	5
Laborers	43
Operators	11
Engineers	7

Following is a list of plant and equipment owned by the Bidder and which is available for use on the proposed work as required.

<u>Quantity</u>	<u>Name, Type and Capacity</u>	<u>Condition</u>	<u>Location</u>
1	Kawasaki Loader 70Z	Good	California
1	Kobelco Excavator 300	Good	California
1	Kobelco Excavator 270	Good	California
1	Kobelco Excavator 240	Good	California
2	Kobelco Excavator 210	Good	California
1	Kobelco SR 135 Excavator	Good	California
1	Caterpillar 420 D Buckhoe	Good	California
1	Caterpillar 226B Skidsteer	Good	California
1	Bomag 36" Roller	Good	California
1	Tric MX 30 Pipebursting	Good	California



3) Description of safety program quality control procedures, and safety experience;

It is our intent to comply with all laws, and the personal safety and health of each employee of our company is of primary importance. Our leaders have a special responsibility & accountability in this matter – seen through actions, not words. We implemented safety training, Toolbox Talks, observation programs, and job hazard analyses to prevent incidents from even occurring. All the safety equipment listed would be available if needed. We are always 100% in compliance with Cal/OSHA requirements. Health and Safety Plan will be provided upon request.

Programs that meet Cal/OSHA Criteria

- Injury and Illness Prevention
- Hazard Communication
- Confined Space Operations
- Respiratory Protection
- Emergency Response
- Emergency Spill Response
- Hearing Conservation
- Lockout/Tagout
- New Employee Orientation
- Excavation Safety
- Code of Safe Practices
- Personal Protective Equipment (PPE)
- Drugs/Alcohol
- Traffic Control Safety
- Crisis Management and Incident Response Plan
- Fall Prevention Plan
- Substance Abuse Policy
- Covid-19 Exposure Prevention, Preparedness and Response Plan

Safety Equipment

- Gas Detectors
- Ventilation Equipment
- Fire Extinguishers
- First Aid Kits
- Hard Hats
- Hearing Protection
- Safety Goggles
- Steel Toed Footwear
- Hand Protection
- Fall Protection
- Confined Space Rescue Equipment



**CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE**



License Number **987888**

Entity **CORP**

Business Name **CRATUS INC**

Classification(s) **A C34**

Expiration Date **10/31/2023**

www.csib.ca.gov





Cratus Inc. Litigation History

Description of litigation history for the past three years including names of involved parties, nature of dispute, and disposition:

None.

DOCUMENT 00481 – NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE §7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
).
COUNTY OF San Francisco)

Michael Kirwan, being first duly sworn, deposes and says that he or she is Treasurer/CFO **[Office of Affiant]** of Cratus, Inc. **[Name of Bidder]**, 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 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, and that the Bidder has not in any manner, directly or indirectly, sought by contract, communication or conference with anyone to fix the Bid price of 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 Cupertino Sanitary District, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its 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.

Executed under penalty of perjury under the laws of the State of California:

Cratus, Inc.
(Name of Bidder)

Liam Finnegan - President/CEO
(Signature of Principal)

Michael Kirwan - Treasurer/CFO

Subscribed and sworn before me _____

This _____ day of _____, 20____

Notary Public of the State of _____

In and for the County of _____

My Commission expires _____

(Seal)

(If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.)

(If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.)

END OF DOCUMENT 00481

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

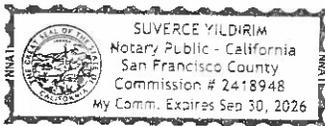
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Francisco }

On 01/26/2023 before me, Suverce Yildirim, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Liam Fimegan - CEO
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

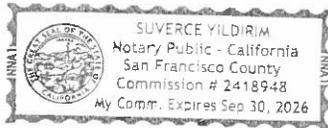
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Francisco

On 01/26/2023 before me, Suverce Yildirim, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael Kitwan - CFO
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____



Certification by Secretary
Of Corporate Resolution

At a meeting of the Directors of Cratus Inc. a corporation organized and existing under the laws of the State of California, duly called and held in accordance with the articles of incorporation and bylaws of the corporation at its office on 12/02/2022 at which a quorum of the directors was present, the following was adopted to wit:

Resolving, that **Michael Kirwan, CFO**, is/are hereby authorized to sign contracts / agreements in the name of and on behalf of **Cratus Inc.**

I, **Fernando Reyes, Secretary** of Cratus Inc. do hereby certify that I am the Secretary of said corporation and that the above is a full, true, and correct copy of the resolution of the Board of Directors of said corporation, duly adopted at the meeting held on December 2nd 2022 and that said resolution has not been revoked or rescinded.

In witness, whereof, I have hereunto subscribed my name and affixed the seal of the said corporation.

01/26/2023

Date

Fernando Reyes

Fernando Reyes (Corporate Secretary)

Cratus Inc.

(Corporate Seal)

945 Taraval St. #302

San Francisco, CA 94116

State of Incorporation: California



Certification by Secretary
Of Corporate Resolution

At a meeting of the Directors of Cratus Inc. a corporation organized and existing under the laws of the State of California, duly called and held in accordance with the articles of incorporation and bylaws of the corporation at its office on 12/02/2022 at which a quorum of the directors was present, the following was adopted to wit:

Resolving, that **Liam Finnegan, CEO**, is/are hereby authorized to sign contracts / agreements in the name of and on behalf of **Cratus Inc.**

I, **Fernando Reyes, Secretary** of Cratus Inc. do hereby certify that I am the Secretary of said corporation and that the above is a full, true, and correct copy of the resolution of the Board of Directors of said corporation, duly adopted at the meeting held on December 2nd 2022 and that said resolution has not been revoked or rescinded.

In witness, whereof, I have hereunto subscribed my name and affixed the seal of the said corporation.

01/26/2023 _____

Date

Fernando Reyes

Fernando Reyes (Corporate Secretary)

Cratus Inc.

(Corporate Seal)

945 Taraval St. #302

San Francisco, CA 94116

State of Incorporation: California

DOCUMENT 00482 – BIDDER CERTIFICATIONS

Cupertino Sanitary District

The undersigned Bidder certifies to the Cupertino Sanitary District as set forth in sections 1 through 6 below.

1. **STATEMENT OF CONVICTIONS**

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, un-appealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. **CERTIFICATION OF WORKER'S COMPENSATION INSURANCE**

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

3. **CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS**

By my signature hereunder, as the Bidder, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Bidder and any sub bidders under the Bidder shall comply with California Labor Code §1776, regarding wage records, and with California Labor Code §1777.5, regarding the employment and training of apprentices. It is the Bidder's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

4. **CERTIFICATE OF NON-DISCRIMINATION**

By my signature hereunder, on behalf of the Bidder making this Bid, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

5. **CERTIFICATION REGARDING PREVIOUS DISQUALIFICATIONS**

By my signature hereunder, I hereby swear, under penalty of perjury, that the below indicated Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed or otherwise

prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances

6. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that the District will be relying on this certification if it awards the Contract to the undersigned.

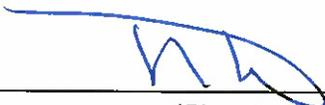
BIDDER:

Cratus, Inc.

(Name of Bidder)

Date: January 26th, 2023

By:



(Signature)

Name: Michael Kirwan
(Print Name)

Its: Treasurer/CFO
(Title)

END OF DOCUMENT 00482



CUPERTINO SANITARY DISTRICT

ADDENDUM NO. 1
ISSUED ON WEDNESDAY, DECEMBER 21st, 2022

WOLFE ROAD SEWER RELOCATION PROJECT

This addendum and its attachments shall become a part of the plans and specifications and shall apply to the bid proposals for the above-named project.

The bid documents are hereby corrected, modified, and/or amended as follows:

A. **Specifications**

1) Title Sheet

REPLACE "Bid Opening on Friday, January 27, 2023 at 2:00 PM" with:

"Bid Opening on Thursday, January 26, 2023 at 2:00 PM"

Handwritten signature and date: 1/26/23

2) Professional Engineer Stamp Sheets

REPLACE "Bid Opening on Friday, January 27, 2023 at 2:00 PM" on both sheets with:

"Bid Opening on Thursday, January 26, 2023 at 2:00 PM"

See Attachment #1 for updated Title and Professional Engineer Stamp Sheets

B. **Plans**

- 1) **REPLACE** the following sheets with updated sheets in Attachment #2: L-4, TC-3, TC-4, TC-5, TC-7, TC-8, and TC-9.

ATTACHEMENTS:

- 1) Title Sheet & Professional Engineer Stamp Sheets
- 2) Drawings L-4, TC-3, TC-4, TC-5, TC-7, TC-8, and TC-9

END OF ADDENDUM NO. 1



CUPERTINO SANITARY DISTRICT

ADDENDUM NO. 2
ISSUED ON MONDAY, JANUARY 9th, 2023

WOLFE ROAD SEWER RELOCATION PROJECT

This addendum and its attachments shall become a part of the plans and specifications and shall apply to the bid proposals for the above-named project.

The bid documents are hereby corrected, modified, and/or amended as follows:

[Handwritten signature] 1/26/23

A. **Specifications**

1) Appendix C

REPLACE entire Appendix C of the Project Specifications with Attachment 1 of this addendum.

Gas Classification permits for shafts and tunnels was obtained after bid opening date and has now been obtained.

See Attachment #1 for updated Appendix C

ATTACHEMENTS:

1) Appendix C

END OF ADDENDUM NO. 2



CUPERTINO SANITARY DISTRICT

**ADDENDUM NO. 3
ISSUED ON TUESDAY, JANUARY 17th, 2023**

WOLFE ROAD SEWER RELOCATION PROJECT

This addendum and its attachments shall become a part of the plans and specifications and shall apply to the bid proposals for the above-named project.

The bid documents are hereby corrected, modified, and/or amended as follows:

A. Specifications

Handwritten signature and date: 1/26/23

1) Document 00105 – Invitation to Bid

REPLACE the first sentence of the last paragraph of Page 3 with:

“The District requires the Project to be completed in two hundred seven (207) working days from the Notice to Proceed (NTP).”

2) Document 00200 – Instructions to Bidders

REPLACE the first sentence of Section 1.5 Contract Time “A” with:

“Perform the work in two hundred seven (207) working days from the date of the Notice to Proceed.”

3) Document 00412 – Bid Form Unit Price

REPLACE the indented sentence of Section 3 Contract Time with:

“Complete the work in two hundred seven (207) working days from Notice to Proceed.”

4) Document 00412 – Bid Form Unit Price Section 4 “Unit Prices”

REPLACE Bid Item #22 with:

22	Install 15” of PVC sewer pipe and 36” Steel Pipe by Microtunneling between SSMH C-1 to SSMH C-2, Includes grouting of annular space	LS	1	\$	\$
----	---	----	---	----	----

REPLACE Bid Item #23 with:

23	Install 15” of PVC sewer pipe and 36” Steel Pipe by Microtunneling between SSMH C-2 to SSMH C-3, Includes grouting of annular space	LS	1	\$	\$
----	---	----	---	----	----

REPLACE Bid Item #24 with:

24	Install 15” of PVC sewer pipe and 36” Steel Pipe by Microtunneling between SSMH C-3 to SSMH C-4, Includes grouting of annular space	LS	1	\$	\$
----	---	----	---	----	----



CUPERTINO SANITARY DISTRICT

ADDENDUM NO. 4
ISSUED ON FRIDAY, JANUARY 20th, 2023

WOLFE ROAD SEWER RELOCATION PROJECT

This addendum and its attachments shall become a part of the plans and specifications and shall apply to the bid proposals for the above-named project.

The bid documents are hereby corrected, modified, and/or amended as follows:

A. **Specifications**

- 1) Document 00200 – Instructions to Bidders

REPLACE the sentence of 1.22A “Bid Form Requirements” with:

“Complete and submit requested information in Document 00412 – Bid Form-Unit Price, Document 04300 – Bid Form Supplements (and its appendices), Document 00450 – Statement of Qualifications for Construction Work (and its attachment), Document 00481 – Non-Collusion Affidavit, and Document 00482 – Bidder Certifications.”

- 2) Document 00450 – Statement of Qualifications for Construction Work

REPLACE the entire section 1.01C “Minimum Bidder Qualifications” with:

“Bidders must demonstrate successful experience with the type of work of this Project, to include, completed three (3) projects of a similar nature and complexity with a contract dollar amount of at (i.) least 75% of the amount of Bidder’s Bid or (ii.) 125% of such amount in the aggregate..”

- 3) Document 00450 – Statement of Qualifications for Construction Work

REMOVE & REPLACE the entire ATTACHMENT A – Statement of Qualification Questionnaire – Document 4513 with entire document in Attachment 1 of this addendum.

- 4) Document 03600 – Microtunneling

REPLACE the sentence in Section 4.1A “Measurement” with:

“The work performed for Microtunneling will be measured as a LUMP SUM.”

- 5) Document 03600 – Microtunneling

REPLACE the sentence in Section 4.2A “Payment” with:

“The work performed and materials furnished in accordance with this item will be paid for at the lump sum price bid for microtunneling bid items.”



CUPERTINO SANITARY DISTRICT

ADDENDUM NO. 5
ISSUED ON MONDAY, JANUARY 23rd, 2023

WOLFE ROAD SEWER RELOCATION PROJECT

This addendum and its attachments shall become a part of the plans and specifications and shall apply to the bid proposals for the above-named project.

The bid documents are hereby corrected, modified, and/or amended as follows:

A. **Specifications**

- 1) Document 00412 – Bid Form Unit Price Section 4 “Unit Prices”

REPLACE the entire BASE BID SCHEDULE table with the Table in Attachment #1.

- 2) Document 00412 – Bid Form Unit Price Section 4 “Unit Prices”

REPLACE the entire last sentence following the “Total Base Bid” with:

“The following are Unit Prices for the Base Bid Items for the work as listed.”

ATTACHEMENTS:

- 1) Revised BASE BID SCHEDULE

END OF ADDENDUM NO. 5

DOCUMENT 00610 – BIDDER’S BOND

KNOW ALL MEN BY THESE PRESENT:

THAT WE Cratus, Inc.

as PRINCIPAL, and The Ohio Casualty Insurance Company

as SURETY, are held and firmly bound unto the Cupertino Sanitary District in the penal sum of TEN PERCENT (10%) of THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the Cupertino Sanitary District (“District”) for the work described below; for the payment of which sum in lawful money of the United States, well and truly, to be made to the Cupertino Sanitary District to which said bid was submitted, we bind ourselves; our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of ten percent of the total amount bid Dollars (\$ 10%).

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above-mentioned bid to the Cupertino Sanitary District, aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Mark Thomas Office 20863 Stevens Creek Blvd Ste. 100, Cupertino, California 95014, on January ²⁶ 27, 2023 at 2:00 P.M.

WOLFE ROAD SEWER RELOCATION PROJECT

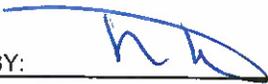
NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specification, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files three bonds with the District, one to guaranty faithful performance, one to guaranty payment for labor and materials another to guaranty correction of defective materials or workmanship as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue. In the event suit is brought upon this bond by the obligee and judgment is recovered, the Surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

WOLFE ROAD SEWER RELOCATION PROJECT

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

_____ 20th _____ day of _____ January _____, 2023.

_____ (Seal)

BY:  _____ (Seal)
Michael Kirwin, Treasurer/CFO

Cratus, Inc. _____ (Seal)
Principal

_____ (Seal)

BY:  _____ (Seal)
Brad Bahl, Attorney-in-Fact

The Ohio Casualty Insurance Company _____ (Seal)
Surety

NOTE: Signatures of those executing for the surety must be properly acknowledged.

Accompanying this proposal is either (check appropriate box)

- CASH (\$ _____)
- CASHIER'S CHECK
- BIDDER'S BOND

END OF DOCUMENT 00610

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

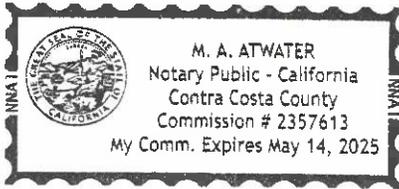
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Contra Costa }

On January 23rd, 2023 before me, M.A. Atwater, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Brad Bahl
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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 M.A. Atwater
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206758-971892

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brad Babl, Dennis A. Sewell; Gordon J. Fischer; Sam Totah

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of November, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 5th day of November, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of January, 2023.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ACKNOWLEDGMENT

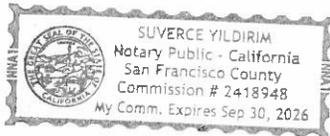
CIVIL CODE § 1189

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 }
County of San Francisco }

On 01/26/2023 before me, Suverce Yildirim, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Michael Kirwan - CFO
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____



Certification by Secretary
Of Corporate Resolution

At a meeting of the Directors of Cratus Inc. a corporation organized and existing under the laws of the State of California, duly called and held in accordance with the articles of incorporation and bylaws of the corporation at its office on 12/02/2022 at which a quorum of the directors was present, the following was adopted to wit:

Resolving, that **Michael Kirwan, CFO**, is/are hereby authorized to sign contracts / agreements in the name of and on behalf of **Cratus Inc.**

I, **Fernando Reyes, Secretary** of Cratus Inc. do hereby certify that I am the Secretary of said corporation and that the above is a full, true, and correct copy of the resolution of the Board of Directors of said corporation, duly adopted at the meeting held on December 2nd 2022 and that said resolution has not been revoked or rescinded.

In witness, whereof, I have hereunto subscribed my name and affixed the seal of the said corporation.

01/26/2023
Date

Fernando Reyes
Fernando Reyes (Corporate Secretary)
Cratus Inc.

(Corporate Seal)

945 Taraval St. #302
San Francisco, CA 94116
State of Incorporation: California



Memo

Item 10B

To: Board of Directors
From: Benjamin T. Porter, District Manager-Engineer
Date: February 1, 2023
**Re: I-280/Wolfe Road Sewer Relocation
Imperium First Consulting Agreement for Contractor Prevailing Wage
Compliance Services**

The Cupertino Sanitary District has been asked by the Valley Transportation Agency (VTA) to relocate an existing 15-inch diameter sewer outside of the footprint of the new Interchange at Wolfe Road and Interstate 280 (I-280). The project will involve using trenchless technologies such as micro-tunneling to install a 30 inch diameter carrier pipe under the freeway thus avoiding disruption to the traffic on I-280 during construction. The contract requires the Contractor and their subcontractors to pay their employees prevailing wages for the project.

The District plans to engage a subconsultant who specializes in prevailing wage compliance for construction projects. Imperium First Consulting, referred to as IFC, is a female owned, small business, DBE certified (45284), OSHA certified, and has earned a certification from the National Highway Institute (NHI) for DBE oversight. Christine Willson is the primary contact for Imperium Consulting. Christine brings over twenty years of experience in the management, implementation, and leadership of small businesses. IFC's primary focus will be to provide assurance to stakeholders by meeting all prevailing wage contract requirements.

The attached agreement provides the scope of work and fee estimate by Imperium First Consulting to assist the Cupertino Sanitary District with Prevailing Wage compliance for the Wolfe Road Sewer Relocation project. This agreement has a fee of \$90,000 and the scope of work includes the following tasks: 1) Attend pre-construction conference, 2) Prevailing wage monitoring for 38 weeks, 3) Employee prevailing wage interviews, 4) California Unified Certification Program (CUCP) reviews, 5) Contractor and subcontractor prevailing wage monitoring, and 6) Contingency.

Recommendation:

Staff recommends the Board authorize the District manager to execute an agreement with Imperium First Consulting with a fee not to exceed \$90,000.

Attachment:

1. Imperium First Consulting Agreement

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, dated _____, by and between CUPERTINO SANITARY DISTRICT ("District"), and IMPERIUM FIRST CONSULTING, a California corporation ("Consultant"), is made with reference to the following facts:

NOW, THEREFORE, it is agreed as follows:

1. **Scope of Services.** Subject to the approval of District, Consultant shall oversee State and Federal Funding compliance, which includes DBE and Davis Bacon monitoring for the Cupertino Sanitary District Wolfe Road Sewer Relocation Project. All consulting services shall be performed to comply with the State and Federal requirements outlined in the Bid Documents for the Wolfe Road Sewer Relocation Project dated December 19, 2022.

2. **Principal-In-Charge.** Consultant shall designate a person in charge, who shall act on behalf of Consultant and be primarily responsible for supervising performance of Consultant's services hereunder (the "Principal-In-Charge"). The person designated as Principal-In-Charge shall be subject to approval of the District. At any time, Consultant may change the person designated as Principal-In-Charge and the District may request Consultant to replace the person currently serving as the Principal-In-Charge.

3. **Compensation and Expenses.** As compensation for all services to be performed by Consultant under this Agreement, Consultant shall be paid the amounts set forth in Exhibit "B" attached hereto and incorporated herein by reference. In addition to such compensation, Consultant shall be entitled to charge District for expenses as described in Exhibit "B", provided such expenses are included as part of the District's annual budget, or are otherwise approved by the District Board, and are billed to District at Consultant's cost.

4. **Method of Payment.** Consultant shall submit billings to District describing in detail the work performed for which payment is requested, the date the services were performed, the number of hours spent and by whom, and a description of any expenditures charged to District during the period covered by the statement. Billings shall be submitted monthly, or at such other time as agreed upon between District and Consultant. District shall pay Consultant no later than 30 days after approval of the invoice by the District Board. If the District Board objects to all or any portion of the billing, the District shall notify Consultant of the nature of such objection and the amount in dispute. District shall pay when due the portion of the billing, if any, that is not in dispute. The parties will make every effort to settle the disputed billing through good faith negotiations and mediation.

5. **Maintenance and Inspection of Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, time cards, purchase orders, and other records or documents relating to charges for services or expenditures charged to District, for a minimum of three (3) years from the date of final payment to Consultant under this Agreement and shall make the same available to District or its authorized representatives for inspection and audit, at any time during regular business hours, upon written request by District. The right of inspection shall include the right to make extracts and copies.

6. **Assignment and Subcontracts.** Consultant acknowledges that Consultant's special skill and expertise is a material consideration for District entering into this Agreement. Consultant shall not assign, subcontract or delegate to any other party the performance of any services to be rendered by Consultant under this Agreement without prior approval of the District Board. If the District Board consents to any subcontracting of work, Consultant shall be responsible to District for all acts or omissions of the subcontractor.

7. **Correction of Work.** Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services, or other work, without additional cost to District. The performance or acceptance of services furnished by Consultant shall not relieve Consultant from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of Consultant's services hereunder.

8. **Ownership of Documents.** All plans, drawings, specifications, reports, documents and other writings prepared by and for Consultant in the course of performing its services under this Agreement, including all such materials delivered to Consultant by any other parties, except Consultant's working notes and internal documents, shall become the property of District upon payment to Consultant for such work, and District shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's cost, provide such plans, drawings, specifications, reports, documents and other writings to District upon written request.

9. **Independent Contractor.** Except as otherwise expressly provided in this Agreement, Consultant is, and at all times shall remain, an independent contractor, and not an agent, officer or employee of District.

10. **Licenses.** Consultant represents and warrants to District that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required of Consultant to practice its profession. Consultant shall, at its sole cost and expense, keep and maintain such licenses, permits, qualifications, insurance and approvals in full force and effect at all times during the term of this Agreement.

11. **Compliance with Standards of Care and Laws.** Consultant shall adhere to the standard of care in its profession and shall exercise due professional care to comply with all applicable federal, state and local laws, codes, ordinances and regulations in connection with the performance of its services under this Agreement.

12. **Mutual Indemnity.**

(a) Consultant shall indemnify, defend, and hold harmless the District and its officers, directors, and officials, from and against any and all claims, demands, causes of action, losses, damages, injuries, expenses and liabilities, direct or indirect, including reasonable attorney's fees, to the extent arising out of the negligent performance by Consultant of its services under this Agreement or its failure to comply with any of its obligations contained in this Agreement, and District shall not be liable for any negligent acts or omissions or willful misconduct of Consultant.

(b) To the extent permitted by law, District shall indemnify, defend, and hold harmless Consultant and its officers, directors, shareholders, and employees, from and against any and all claims, demands, causes of action, losses, damages, injuries, expenses and liabilities, direct or indirect, including reasonable attorney's fees, arising from Consultant being designated and acting as District's manager, engineer, and District Clerk, and not resulting from any negligent act or omission or willful misconduct committed by Consultant, Consultant's Responsible Principal, or any of Consultant's other principals, officers, directors, employees or agents.

13. **Insurance.** Consultant, at its own expense, shall procure and maintain, for the duration of this Agreement, insurance policies which satisfy the following requirements:

(a) Type of policies and coverage:

(1) General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per claim for bodily injury, personal injury and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

(2) Automobile Liability Coverage. Consultant shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage, providing coverage at least as broad as Insurance Services Office form CA 0001 (Ed. 12/90) Code 1 (any auto).

(3) Workers' Compensation and Employer's Liability Coverage. Consultant shall maintain workers' compensation insurance as required by the State of California and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Consultant in connection with the performance of services under this Agreement. In the alternative, Consultant may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against District for loss arising from work performed by Consultant for District.

(4) Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per claim, covering negligent acts, errors or omissions which may be committed by Consultant in the performance of its services under this Agreement.

(b) Endorsements: Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:

(1) The District, its directors, officers, officials, employees, agents and volunteers in their official capacities as representatives of the District, are to be covered as insureds as respects: liability arising out of activities performed by or on

behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or vehicles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to District, its directors, officers, officials, employees, agents or volunteers.

- (2) For any claims related to the services performed by Consultant hereunder, Consultant's insurance coverage shall be primary insurance as respects the District, its directors, officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by District, its directors, officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, its directors, officers, officials, employees, agents or volunteers.
 - (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) Consultant's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to District.
- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District Board.
- (d) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII, unless otherwise approved by the District Board.
- (e) Verification and continuation of coverage. Consultant shall provide certificates of insurance with original endorsements to District as evidence of the insurance coverage required by this Agreement. At the request of District, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement. In the event of any reduction, suspension or cancellation of any insurance coverage required to be provided by Consultant hereunder, Consultant shall furnish replacement insurance in accordance with the requirements of this Section prior to the effective date of such reduction, suspension or cancellation so as to avoid any lapse in coverage.

14. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be either personally delivered or sent by certified mail, return receipt requested, addressed to the other party as follows:

To District: Cupertino Sanitary District
20863 Stevens Creek Blvd.
Suite 100
Cupertino, CA 95014
Attn: Benjamin Porter
District Manager-Engineer

To Consultant: Imperium First Consulting
P.O Box 1710
Carlsbad, CA 92018
Attn: Christine Willson
CEO/ President Principal-In Charge

15. **Litigation Expenses and Attorneys' Fees.** To the extent permitted by law, if either party to this Agreement commences any legal action against the other party to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all costs and expenses that may be incurred in connection therewith, including court costs, expert witness fees, discovery expenses, and attorneys' fees. Prior to the commencement of any litigation, the parties shall make a good faith effort to resolve the dispute through mediation.

16. **Termination of Agreement.** This Agreement may be terminated by either party, effective upon written notice, should the other party commit any material default in the performance of its obligations hereunder. This Agreement may also be terminated by either party, for any reason, upon ninety (90) day's prior written notice to the other party. In the event this Agreement is terminated by District through no fault of Consultant, Consultant shall be compensated for all services performed to the effective date of termination.

17. **Miscellaneous Provisions.**

(a) Severability. Should any portion of this Agreement be declared void or unenforceable in a final decision by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be reasonably interpreted to implement the intention of the parties.

(b) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior agreements or understandings, whether written or verbal.

(c) Amendments. This Agreement may be modified or amended only by a written document duly executed by both District and Consultant.

(d) Waiver. The waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same provision or any other provision of this Agreement.

(e) Execution. Each party warrants that the individuals signing this Agreement on its behalf have the legal power and authority to do so and to bind the party to this Agreement.

(f) Successors and Assigns. Subject to the restriction against assignment and subcontracting, this Agreement shall be inured to the benefit of and shall be binding upon the successors and assigns of the parties hereto.

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

CUPERTINO SANITARY
DISTRICT OF SANTA CLARA
COUNTY

By: _____
Patrick Kwok, President

Attest: _____
Angela Chen, Secretary

APPROVED AS TO FORM:

Marc Hynes, District Counsel

PRINCIPAL-IN-CHARGE:
Imperium First Consulting

By: _____
Christine Willson, CEO

EXHIBIT A
Scope of Work

1. Imperium First Consulting will attend pre-construction conference or kick off meeting in person and provide contractors with a check list of all prevailing wage requirements. The check list will be reviewed and signed by authorized personnel for each contracting company. IFC will be available after the pre-construction conference/kick off meeting for all questions contractors may have regarding their obligation to fulfill prevailing wage requirements in accordance with California Labor Code Section 1771. IFC will ensure contractor compliance with the provisions of Article 2, Chapter 1, Part 7, Division 2 (commencing with section 1770) of said Labor Code and particularly section 1775 thereof is required.
2. Prevailing Wage Monitoring will include the following tasks:
 - a. IFC and its staff will review weekly certified payrolls submitted via a secure email, or FedEx/UPS. Certified payrolls and supporting documentation are reviewed and logged after all compliances are met. All labor hours are tracked and apprentice ratios are also tracked to comply with labor code 1777.5 where the ratio is five hours of journeyman work to one hour of apprenticeship. Apprentice certifications will be verified through Department of Industrial Relations (DIR) and Department of Labor (DOL).
 - b. Contractors' payments will be tracked using LCP Tracker Software or similar is utilized to capture weekly and monthly reports.
 - c. Monthly status reports will be sent to Mark Thomas. This reporting will state whether progress payments or contractor retention must be withheld due to non-compliance.
 - d. During certified payroll reviews, all journeyman and apprentice hours are logged on an excel report to track apprentice requirements. Supporting documentation such as fringe benefit payments to third parties are requested periodically to cross check for compliance. Contractor will be notified of all delinquencies. In the event where delinquencies are not rectified after notifying contractors, or/and apprentice ratios continue to fall below the minimum ratio, Mark Thomas will be notified.
3. Employee interviews will be performed periodically according to 29 CFR 5.6, to cross check employee prevailing wage rates with certified payrolls received. Depending on project site location, IFC will rely on Inspectors on site to fill out interview questionnaires and email copies to IFC. IFC will rely on Mark Thomas' inspectors or project managers to inform us of the weekly work schedule of contractors particularly DBE Contractors work schedule, so that we can schedule our CUCP interview/interviews accordingly.
4. California Unified Certification Program (CUCP) reviews will be done on site when applicable to ensure contractors are performing the scope of work per agreement with Mark Thomas and Cupertino Sanitary District. All contractors DBE

Certification will be verified through the CUCP website. The objectives of this compliance review are to:

- a. Determine whether the contractor is honoring the Unified Certification Program agreement submitted to Mark Thomas for Cupertino Sanitary District
 - b. Examine the required tools utilized on site, and scope of work performed to ensure they meet procedures and standards of the CUCP against the Disadvantaged Business Enterprise program compliance standards set forth in the regulations and to document the compliance status of each component.
 - c. Gather information and data regarding the operation of the Contractors employees through interviews and certification file reviews.
5. Contractor and subcontractor will be monitored for the payment of applicable prevailing rates and work classification by completing the following tasks:
- a. Compare inspector's daily work diaries/reports with certified payroll records for employee(s) labor classification, hours worked, exact work performed and equipment on site.
 - b. Delinquency notices will be provided to Mark Thomas when discrepancies are not cleared up within 30 calendar days. All violations and complaints of underpayments must be cleared up in seven business days or prompt report findings of noncompliance will be submitted to Mark Thomas. IFC will recommend withholding of contract payments and/or impose penalties for noncompliance of any/all prevailing wage requirements.
 - c. Assist the contractor and subcontractor(s) with questions regarding completion of required labor compliance documentation and wage determination as necessary or required.
6. A contingency task will be provided for extension of the contractors work period, additional compliance interviews, and additional effort to resolve compliance issues.

EXHIBIT B
Compensation

1. Imperium First Consulting will complete this work on an hourly basis, using the hourly rate schedule table shown below.
2. IFC will charge for 3 round trip flights from Ontario, CA to San Jose, CA to conduct CUCP Reviews. Dates to be determined according to contractor schedule.
3. Imperium First Consulting will complete the scope of work and travel for a not to exceed amount of \$ 90,000.
4. If the scope of work for the project increases as a result of project delays, additional travel, or other scope changes then the not to exceed fee limit will be increased.

The table below outlines Imperium First Consulting's estimated cost by task.

Task	Labor		Expenses	Total Cost
	Hours	Cost**	Travel	
1. Pre-Construction Conference -1 Trip	8	\$831.20	\$1,000.00	\$1,831.20
2&4. Prevailing wage monitoring for 38 weeks	720	\$74,844.00		\$74,844.00
3. Employee Interviews - 2 Trips	16	\$1,663.20	\$2,000.00	\$3,663.20
5. Project Close Out	40	\$4,158.00		\$4158.00
6. Contingency				\$5,500.00
				\$89,996.40
** 2023 Hourly Rate is \$ 103.95				

Compensation Assumptions:

1. Imperium First consulting rates are hourly, however, to determine an estimated hours per week, we have based the level of effort assuming there will be five contractors.
2. Each contractor having a total of up to seven employees on their certified payroll each week requiring 10 hours of review weekly, to include supporting documentation review, and calculation of apprentice hours.
3. Ten hours is minimum review total for this project.
4. IFC will conduct two CUCP reviews to capture all contractors on site.
5. During the week of CUCP reviews, IFC will add 5 hours of work time to commute to the job site and interview DBE Contractors.
6. It is assumed that the project duration will be 187 working days.



Memo

Item 10C

To: Board of Directors
From: Benjamin T. Porter, District Manager-Engineer
Date: February 1, 2023
**Re: I-280/Wolfe Road Sewer Relocation
Sequoia Ecological Consulting Agreement for Biological Services**

The Cupertino Sanitary District has been asked by the Valley Transportation Agency (VTA) to relocate an existing 15-inch diameter sewer outside of the footprint of the new Interchange at Wolfe Road and Interstate 280 (I-280). The project will involve using trenchless technologies such as micro-tunneling to install a 30inch diameter carrier pipe under the freeway thus avoiding disruption to the traffic on I-280 during construction. The District proposes to engage a subconsultant who specializes in biological services to meet the environmental requirements of the environmental documents for the new Wolfe Road Interchange.

Sequoia Ecological Consulting, Inc. (Sequoia) is pleased to provide the following scope of work and cost estimate for nesting bird surveys in support of the Wolfe Road Sewer Relocation Project. As a locally based biological specialty firm, Sequoia has considerable experience supporting construction and trail building projects with biological services, including conducting nesting bird surveys. Sequoia is a certified DBE (CUCP/DOT DBE Cert# 40492) and small business (CA DGS #1790596). Sequoia is registered with the DIR (#1000022497), and its business license number with the City of Walnut Creek, California is 063028.

The biological measures of the of the Mitigation Monitoring & Reporting Program (MMRP) requires the District to provide a qualified biologist to conduct preconstruction surveys for San Francisco dusky-footed woodrat (MMRP-BIO-6). If active woodrat nests are detected, additional measures (MMRP-BIO-7 through MMRP-BIO-9) will be implemented as appropriate. In addition, if work occurs during the nesting season between February 1 - August 31, the District must provide a qualified biologist to conduct preconstruction nesting bird surveys (MMRP-BIO-11).

If an active nest (i.e., a nest with eggs or young, or any completed raptor nest attended by adults) is found sufficiently close to work areas to be disturbed by these activities, the biologist, in consultation with the California Department of Fish and Wildlife, will determine the extent of a disturbance-free buffer zone to be established around the nest (typically 300 feet for raptors and 50-100 feet for other species), to ensure that no nests of species protected by the Migratory Bird Treaty Act and California Fish and Game Code will be disturbed during

The attached agreement provides the scope of work and fee estimate for the Cupertino Sanitary District by Sequoia Ecological Consulting. This agreement has a fee of \$13,279 and the scope of work includes the following tasks: 1) Pre-construction survey for nesting birds, 2) Survey for San Francisco dusky-footed woodrat, 3) Additional Environmental Support (Optional) that may include 3.1) Biological support, 3.2) Agency coordination and meetings, or 3.3) Woodrat nest relocation.

Recommendation:

Staff recommends the Board authorize the District Manager to execute the agreement with Sequoia Ecological Consulting with a fee not to exceed \$13,279.

Attachment:

1. Sequoia Ecological Consulting, Inc. Consulting Agreement

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, dated _____, by and between CUPERTINO SANITARYDISTRICT ("District"), and SEQUOIA ECOLOGICAL CONSULTING, INC. a California corporation ("Consultant"), is made with reference to the following facts:

NOW, THEREFORE, it is agreed as follows:

1. **Scope of Services.** Subject to the approval of District, Consultant shall complete the pre-construction nesting bird surveys if the work is to be completed between February 1 and August 31, and for pre-construction surveys for the San Francisco dusky-footed woodrat for the Cupertino Sanitary District Wolfe Road Sewer Relocation Project. All consulting services shall be performed to comply with the Bid Documents for Cupertino Sanitary District Wolfe Road Sewer Relocation Project specifications dated December 19, 2022.

2. **Principal-In-Charge.** Consultant shall designate a person in charge, who shall act on behalf of Consultant and be primarily responsible for supervising performance of Consultant's services hereunder (the "Principal-In-Charge"). The person designated as Principal-In-Charge shall be subject to approval of the District. At any time, Consultant may change the person designated as Principal-In-Charge and the District may request Consultant to replace the person currently serving as the Principal-In-Charge.

3. **Compensation and Expenses.** As compensation for all services to be performed by Consultant under this Agreement, Consultant shall be paid the amounts set forth in Exhibit "B" attached hereto and incorporated herein by reference. In addition to such compensation, Consultant shall be entitled to charge District for expenses as described in Exhibit "B", provided such expenses are included as part of the District's annual budget, or are otherwise approved by the District Board, and are billed to District at Consultant's cost.

4. **Method of Payment.** Consultant shall submit billings to District describing in detail the work performed for which payment is requested, the date the services were performed, the number of hours spent and by whom, and a description of any expenditures charged to District during the period covered by the statement. Billings shall be submitted monthly, or at such other time as agreed upon between District and Consultant. District shall pay Consultant no later than 30 days after approval of the invoice by the District Board. If the District Board objects to all or any portion of the billing, the District shall notify Consultant of the nature of such objection and the amount in dispute. District shall pay when due the portion of the billing, if any, that is not in dispute. The parties will make every effort to settle the disputed billing through good faith negotiations and mediation.

5. **Maintenance and Inspection of Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, time cards, purchase orders, and other records or documents relating to charges for services or expenditures charged to District, for a minimum of three (3) years from the date of final payment to Consultant under this Agreement and shall make the same available to District or its authorized representatives for inspection and audit, at any time during regular business hours, upon written request by District. The right of inspection shall include the right to make extracts and copies.

6. **Assignment and Subcontracts.** Consultant acknowledges that Consultant's special skill and expertise is a material consideration for District entering into this Agreement. Consultant shall not assign, subcontract or delegate to any other party the performance of any services to be rendered by Consultant under this Agreement without prior approval of the District Board. If the District Board consents to any subcontracting of work, Consultant shall be responsible to District for all acts or omissions of the subcontractor.

7. **Correction of Work.** Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services, or other work, without additional cost to District. The performance or acceptance of services furnished by Consultant shall not relieve Consultant from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of Consultant's services hereunder.

8. **Ownership of Documents.** All plans, drawings, specifications, reports, documents and other writings prepared by and for Consultant in the course of performing its services under this Agreement, including all such materials delivered to Consultant by any other parties, except Consultant's working notes and internal documents, shall become the property of District upon payment to Consultant for such work, and District shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's cost, provide such plans, drawings, specifications, reports, documents and other writings to District upon written request.

9. **Independent Contractor.** Except as otherwise expressly provided in this Agreement, Consultant is, and at all times shall remain, an independent contractor, and not an agent, officer or employee of District.

10. **Licenses.** Consultant represents and warrants to District that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required of Consultant to practice its profession. Consultant shall, at its sole cost and expense, keep and maintain such licenses, permits, qualifications, insurance and approvals in full force and effect at all times during the term of this Agreement.

11. **Compliance with Standards of Care and Laws.** Consultant shall adhere to the standard of care in its profession and shall exercise due professional care to comply with all applicable federal, state and local laws, codes, ordinances and regulations in connection with the performance of its services under this Agreement.

12. **Mutual Indemnity.**

(a) Consultant shall indemnify, defend, and hold harmless the District and its officers, directors, and officials, from and against any and all claims, demands, causes of action, losses, damages, injuries, expenses and liabilities, direct or indirect, including reasonable attorney's fees, to the extent arising out of the negligent performance by Consultant of its services under this Agreement or its failure to comply with any of its obligations contained in this Agreement, and District shall not be liable for any negligent acts or omissions or willful misconduct of Consultant.

(b) To the extent permitted by law, District shall indemnify, defend, and hold harmless Consultant and its officers, directors, shareholders, and employees, from and against any and all claims, demands, causes of action, losses, damages, injuries, expenses and liabilities, direct or indirect, including reasonable attorney's fees, arising from Consultant being designated and acting as District's manager, engineer, and District Clerk, and not resulting from any negligent act or omission or willful misconduct committed by Consultant, Consultant's Responsible Principal, or any of Consultant's other principals, officers, directors, employees or agents.

13. **Insurance.** Consultant, at its own expense, shall procure and maintain, for the duration of this Agreement, insurance policies which satisfy the following requirements:

(a) Type of policies and coverage:

(1) General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per claim for bodily injury, personal injury and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

(2) Automobile Liability Coverage. Consultant shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage, providing coverage at least as broad as Insurance Services Office form CA 0001 (Ed. 12/90) Code 1 (any auto).

(3) Workers' Compensation and Employer's Liability Coverage. Consultant shall maintain workers' compensation insurance as required by the State of California and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Consultant in connection with the performance of services under this Agreement. In the alternative, Consultant may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against District for loss arising from work performed by Consultant for District.

(4) Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per claim, covering negligent acts, errors or omissions which may be committed by Consultant in the performance of its services under this Agreement.

(b) Endorsements: Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:

(1) The District, its directors, officers, officials, employees, agents and volunteers in their official capacities as representatives of the District, are to be covered as insureds as respects: liability arising out of activities performed by or on

behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or vehicles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to District, its directors, officers, officials, employees, agents or volunteers.

- (2) For any claims related to the services performed by Consultant hereunder, Consultant's insurance coverage shall be primary insurance as respects the District, its directors, officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by District, its directors, officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, its directors, officers, officials, employees, agents or volunteers.
 - (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) Consultant's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to District.
- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District Board.
- (d) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII, unless otherwise approved by the District Board.
- (e) Verification and continuation of coverage. Consultant shall provide certificates of insurance with original endorsements to District as evidence of the insurance coverage required by this Agreement. At the request of District, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement. In the event of any reduction, suspension or cancellation of any insurance coverage required to be provided by Consultant hereunder, Consultant shall furnish replacement insurance in accordance with the requirements of this Section prior to the effective date of such reduction, suspension or cancellation so as to avoid any lapse in coverage.

14. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be either personally delivered or sent by certified mail, return receipt requested, addressed to the other party as follows:

To District: Cupertino Sanitary District
20863 Stevens Creek Blvd.
Suite 100
Cupertino, CA 95014
Attn: Benjamin Porter
District Manager-Engineer

To Consultant: Sequoia Ecological Consulting, Inc.
1342 Creekside Drive
Walnut Creek, CA 94596
Attn: Sarah Blanchfield
Principal-In Charge

15. **Litigation Expenses and Attorneys' Fees.** To the extent permitted by law, if either party to this Agreement commences any legal action against the other party to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all costs and expenses that may be incurred in connection therewith, including court costs, expert witness fees, discovery expenses, and attorneys' fees. Prior to the commencement of any litigation, the parties shall make a good faith effort to resolve the dispute through mediation.

16. **Termination of Agreement.** This Agreement may be terminated by either party, effective upon written notice, should the other party commit any material default in the performance of its obligations hereunder. This Agreement may also be terminated by either party, for any reason, upon ninety (90) day's prior written notice to the other party. In the event this Agreement is terminated by District through no fault of Consultant, Consultant shall be compensated for all services performed to the effective date of termination.

17. **Miscellaneous Provisions.**

(a) Severability. Should any portion of this Agreement be declared void or unenforceable in a final decision by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be reasonably interpreted to implement the intention of the parties.

(b) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior agreements or understandings, whether written or verbal.

(c) Amendments. This Agreement may be modified or amended only by a written document duly executed by both District and Consultant.

(d) Waiver. The waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same provision or any other provision of this Agreement.

(e) Execution. Each party warrants that the individuals signing this Agreement on its behalf have the legal power and authority to do so and to bind the party to this Agreement.

(f) Successors and Assigns. Subject to the restriction against assignment and subcontracting, this Agreement shall be inured to the benefit of and shall be binding upon the successors and assigns of the parties hereto.

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

CUPERTINO SANITARY
DISTRICT OF SANTA CLARA
COUNTY

By: _____
Patrick Kwok, President

Attest: _____
Angela Chen, Secretary

APPROVED AS TO FORM:

Marc Hynes, District Counsel

PRINCIPAL-IN-CHARGE:
Sequoia Ecological Consulting, Inc.

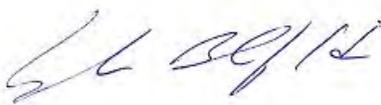

By: _____

EXHIBIT A

Scope of Work

Sequoia Ecological Consulting, Inc. (Sequoia) understands that per the biological measures of the Mitigation Monitoring & Reporting Program (MMRP), CSD must provide a qualified biologist to conduct preconstruction surveys for San Francisco dusky-footed woodrat (MMRP-BIO-6). If active woodrat nests are detected, additional measures (MMRP-BIO-7 through MMRP-BIO-9) will be implemented as appropriate. In addition, if work occurs during the nesting season between February 1 - August 31, CSD must provide a qualified biologist to conduct preconstruction nesting bird surveys (MMRP-BIO-11). If an active nest (i.e., a nest with eggs or young, or any completed raptor nest attended by adults) is found sufficiently close to work areas to be disturbed by these activities, the biologist, in consultation with the California Department of Fish and Wildlife, will determine the extent of a disturbance-free buffer zone to be established around the nest (typically 300 feet for raptors and 50-100 feet for other species), to ensure that no nests of species protected by the Migratory Bird Treaty Act and California Fish and Game Code will be disturbed during project implementation.

Task 1: Preconstruction Surveys for Nesting Birds

As required by MMRP-BIO-11, Sequoia's biologist will conduct a preconstruction clearance survey for nesting birds prior to project commencement. The nesting bird survey area will consist of the project site and 300 feet surrounding the project boundaries, and will include a survey for all raptors and other avian species, as access allows. The biologist conducting the survey will search all potential nesting substrates for all potential nest types (e.g., ground, cavity, shrub/tree, and building/structural). The biologist will conduct a meandering transect survey, stopping every 50 feet to scan for nesting activity. Sequoia will also note and summarize sensitive biological resources and other habitat that may provide refugia for special-status species. Following the survey(s), Sequoia will produce a brief e-mail summary describing the survey results.

Sequoia will then prepare a Preconstruction Survey Report, which will include the surveyor(s) name, date, and time of the survey, weather conditions (temperature, wind speed, cloud cover), and observations of avian species, active nests, or the absence of observed nesting activity during the survey. The report will also include labeled photographs and GPS locations of any active nests observed during the survey. The GPS locations will be provided in a map of the survey area and results and as a KML/KMZ file if requested.

Deliverables:

- Preconstruction Survey Report detailing the results of the survey
 - Report will be submitted to the Client within two (2) business days following the survey.
 - GIS files and/or .kmz maps of species locations will be provided to the Client if regulated species are detected.

Assumptions:

- Each unit rate is for one (1) biologist to conduct a single, one-day survey within the designated survey area.
 - Three (3) separate surveys will be required to perform initial surveys, conduct follow-up surveys, and/or perform nest monitoring status checks or verify continued establishment of non-disturbance buffers around active nests, as applicable.
- If active nests are detected and it is determined that construction activities are likely to impair successful rearing of young, the biologist will mark a preliminary “no-disturbance buffer.”
 - The biologist will mark preliminary nest buffers with pin flags or flagging tape. Scope does not include installation of construction fencing.
 - As required by MMRP-BIO-11, Sequoia, on behalf of the CSD, will consult with CDFW to determine the extent of a disturbance-free buffer zone to be established around each active nest, as applicable. Agency coordination will be billed as time and materials (T&M) per 2023 rates as part of Task 3.
 - If, in rare situations, adjustments to the preliminary nest buffers are required after consultation with CDFW, the costs of mobilization and field time will be billed as T&M per 2023 rates as part of Task 3.

Task 2: Surveys for San Francisco Dusky-Footed Woodrat

As required by MMRP-BIO-6, Sequoia’s biologist will conduct a preconstruction survey for San Francisco dusky-footed woodrat nests within 30 days of the start of work activities within non-developed habitats in the construction work area (i.e., grasslands and woodlands). The biologist will conduct a meandering transect survey, stopping every 20 feet to scan for woodrats and nests. Following the survey(s), Sequoia will produce and submit to the Client a brief e-mail summary describing the survey methods and results.

Deliverables:

- Email summary of methods and results of survey
 - GIS files and/or .kmz maps of nests locations will be provided to the Client if active woodrat nests are detected.

Assumptions:

- One (1) qualified biologist to conduct a single, one-day survey within designated survey area (survey area = project site and within 30 feet of impact areas).

- Two (2) separate surveys will be required to perform initial surveys, conduct follow-up surveys, and/or perform monitoring status checks, as applicable.
- If active woodrat nests are observed, the biologist will mark nests and buffers with pin flags or flagging tape. Scope does not include installation of construction fencing.
- It is recommended that the Client consults with CSD and all relative parties to determine the final buffer size. MMRP-BIO-7 states that ideally a 30-foot buffer will be maintained to avoid disturbance to woodrat nests.

Task 3: Additional Environmental Support (Optional)

3.1 Biological Support

Additional biological support for on-site biological inspections and monitoring will be billed as T&M per 2023 rates, as necessary.

3.2 Agency Coordination and Meetings

Agency coordination and/or project personnel correspondence/meetings will be billed as T&M per 2023 rates, as necessary.

3.3 Woodrat Nest Relocation

If active woodrat nests are determined to be present in, or within 30 feet of, the impact areas, they will be avoided to the extent feasible. Ideally, a 30-foot buffer will be maintained between project activities and woodrat nests to avoid disturbance. In some situations, a smaller buffer may be allowed if, in the opinion of a qualified biologist, nest relocation would represent a greater disturbance to the woodrats than the adjacent work activities.

If avoidance of active woodrat nests within 30 feet of the work areas is not feasible without disrupting woodrat nests, then nest materials will be relocated to suitable habitat as close to the project area as possible (ideally, within or immediately adjacent to the construction work area). The following relocation methodology will be used:

Prior to the beginning of construction activities, a qualified biologist will provide an environmental awareness training to project personnel and then provide guidance/oversight to the construction crew (Contractor) who will disturb the woodrat nest(s) to the degree that all woodrats leave the nest(s) and seek refuge outside of the construction area. Relocation efforts will avoid the peak nesting season (February - July) to the maximum extent feasible. Disturbance of the woodrat nest(s) will be initiated no earlier than one hour before dusk to prevent the exposure of woodrats to diurnal predators. Subsequently, the biologist will oversee the Contractor while they dismantle and relocate the nest material by hand. During the deconstruction process, the biologist will attempt to assess if there are juveniles in the nest(s). If immobile juveniles are observed, the deconstruction process will be discontinued until a time when the biologist believes the juveniles will be capable of independent survival (typically after 2 - 3 weeks). A no disturbance buffer will be established around the nest(s) until the juveniles are mobile. The nest(s) may be dismantled once the biologist has

determined that adverse impacts on the juveniles would not occur.

Deliverables:

- Woodrat Relocation Plan
 - If needed, Sequoia will prepare a Woodrat Relocation Plan for submittal to CDFW for review/approval. The Plan will include a description of the project site and surrounding habitats, provide locations of the known woodrat nests, include a relocation plan for nests, provide details on safety procedures to follow, and include reporting information required to be completed during/after these work activities.
 - No rounds of Client edits to report are included.

Assumptions:

- One (1) qualified biologist will provide on-site guidance/oversight to construction crew (Contractor) who will perform relocation activities over two (2) eight- (8) hour days on the project site.
- Task does not include any active woodrat trapping (MMRP-BIO-8B and -9) and assumes if active woodrat nests are detected on the project site, the woodrat nest site and proposed relocation area will be connected by suitable dispersal habitat and therefore trapping will not be required.

EXHIBIT B Compensation

Sequoia anticipates providing services on a unit cost and T&M basis. This costing approach may be modified upon direction by the Client. The estimated costs cover the scope of work and assumptions provided above.

Task	2023 Unit Cost	Quantity	Total Cost
Task 1. Preconstruction Surveys for Nesting Birds	\$1,253	3	\$3,759
Task 2. Surveys for San Francisco Dusky-Footed Woodrat	\$1,356	2	\$2,712
Total Tasks 1 and 2			\$6,471
Task 3. Additional Environmental Support (Optional)			
<i>3.1 Biological Support</i>	T&M	-	\$1,000
<i>3.2 Agency Coordination and Meetings</i>	T&M	-	\$1,000
<i>3.3 Woodrat Nest Relocation</i>	T&M	-	\$4,808
Total Optional Task 3			\$6,808
Total including Optional Task 3			\$13,279

GENERAL ASSUMPTIONS

- The Client will provide Sequoia with safe access to the site, access routes, and all applicable survey areas at an agreed upon time between the Client and Sequoia.
- Mileage will be charged at standard GSA rate.

CLOSING

If you have any questions or concerns, please do not hesitate to contact me at the email or phone number listed below. Thank you for the opportunity to support you on this project.

Sincerely,

Jesse Reeb | Senior Biologist and Senior Project Manager
Sequoia Ecological Consulting, Inc.

Mobile: 510.908.0757 | Main: 925.855.5500 | Fax: 510.439.1104 | jreebs@sequoiaeco.com

HOURLY RATE SCHEDULE (2023-2024)

LABOR CATEGORY	2023	2024
Sr. Principal	\$273	\$287
Principal	\$247	\$259
Regulatory Compliance Manager	\$242	\$254
Senior Program Manager	\$236	\$248
Program Manager	\$231	\$243
Senior Technical Specialist	\$226	\$237
Senior Regulatory Specialist	\$210	\$221
Senior Project Manager	\$205	\$215
Project Manager	\$173	\$182
Associate Project Manager	\$158	\$166
Assistant Project Manager	\$147	\$154
Senior Planner	\$189	\$198
Planner	\$163	\$171
Senior Scientist	\$189	\$198
Senior Biologist	\$168	\$176
Resource Specialist	\$147	\$154
Project Biologist/Botanist	\$137	\$144
Associate Biologist/Botanist	\$126	\$132
Staff Biologist/Botanist	\$121	\$127
Field Biologist/Botanist	\$110	\$116
Senior Botanist	\$184	\$193
Senior Arborist	\$163	\$171
Arborist	\$152	\$160
Botanist	\$152	\$160
Senior GIS Specialist	\$179	\$188
GIS Analyst	\$154	\$162
GIS Technician	\$137	\$144
Senior Technical Editor	\$194	\$204
Technical Editor	\$111	\$117
Project Administrator	\$121	\$127

OTHER DIRECT COSTS	RATE
Regular vehicle (GSA Rate)	\$0.655/mile
Submeter GPS	\$100/day
UTV and Trailer	\$95/day
Fleet Vehicle	\$85/day
Infra-red Wildlife Monitor	\$50/day
Spotting Scope	\$30/day
Acoustic Bat Monitor	\$35/unit/day
Night Vision Goggles	\$30/day
Kayak Kit (Kayak, PFDs, Paddles)	\$75/day
Streamlight Strion HPL Flashlight	\$12.50/day
Aquatic Pond Sampling Kit	\$25/day
Color Graphics	At cost
Field Supplies	At cost
Equipment Rental	At cost
Media Reproduction	At cost
Airfare/Transportation/Rental Vehicles	At cost
Lodging/Meals	At cost

Notes:

Hours beyond 8 hours per day are charged at an overtime rate of 1.5 times our standard hourly rates for qualifying personnel.
 To comply with California Labor Code 512 and California Code of Regulations 11040, if onsite conditions prohibit personnel from taking required breaks, one additional hour of time will be billed per day for qualifying staff covered under the regulations.



Memo

Item 10D

To: Board of Directors
From: Benjamin Porter, District Manager-Engineer
Date: February 1, 2023
Re: Board Member Compensation Survey

Background:

For the Board's information, staff have researched the compensation for Board Members of various surrounding agencies.

Findings:

Staff found the following Board Compensation information.

1. Cupertino Sanitary District - \$231.00 per Board Meeting or per day (Ordinance No. 90 adopted 10/1/2003)
2. Burbank Sanitary District - \$240.00/per meeting
3. West Valley Sanitation District - \$210.00/per meeting
4. Santa Clara Water District - \$331.86/per meeting
5. East Bay Municipal Utility District - \$100.00/per meeting
6. East Bay Dischargers Authority - \$240.00/per meeting
7. Alameda County Water District - \$290.00/per meeting
8. Sewer Authority Mid-Coastside (SAM) - \$190.00/per meeting
9. Central Contra Costa Sanitary District - \$200.00/per meeting
10. Bay Shore Sanitary District - \$190.00/per meeting

**CUPERTINO SANITARY DISTRICT
MEETING/EVENT SCHEDULE**

Item 12.A.

FEBRUARY 2023

02/01: 1st Regular Meeting
 02/06: TAC
 02/08: CASSE
 02/09: TPAC
 02/15: 2nd Regular Meeting

FEBRUARY 2023						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 1 st Regular Meeting	2	3	4
5	6 TAC	7	8 CASSE	9 TPAC	10	11
12	13	14	15 2 nd Regular Meeting	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH 2023

03/01: 1st Regular Meeting
 03/06: TAC & SCCSDA
 03/08: CASSE
 03/09: TPAC
 03/15: 2nd Regular Meeting

MARCH 2023						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 1 st Regular Meeting	2	3	4
5	6 TAC SCCSDA	7	8 CASSE	9 TPAC	10	11
12	13	14	15 CASA-CSW 2 nd Regular Meeting	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 2023

04/05: 1st Regular Meeting
 04/10: TAC
 04/12: CASSE
 04/13: TPAC
 04/19: 2nd Regular Meeting

APRIL 2023						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5 1 st Regular Meeting	6	7	8
9	10 TAC	11	12 CASSE	13 TPAC	14	15
16	17	18	19 2 nd Regular Meeting	20	21	22
23	24	25	26	27	28	29
30						