

FW: 9850 Yard Piping Improvements Phase 2 Project

Taber, Toni <toni.taber@sanjoseca.gov>

Fri 4/7/2023 6:55 PM

To: Agendadesk <Agendadesk@sanjoseca.gov>

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4.7.23 Letter to San Jose City Council.pdf;

From: City Clerk <city.clerk@sanjoseca.gov>

Sent: Friday, April 7, 2023 1:43 PM

To: Taber, Toni <toni.taber@sanjoseca.gov>

Subject: FW: 9850 Yard Piping Improvements Phase 2 Project

From: Sheila McNeill [REDACTED]

Sent: Friday, April 7, 2023 12:49 PM

To: The Office of Mayor Matt Mahan <mayor@sanjoseca.gov>; District1 <district1@sanjoseca.gov>; District2 <District2@sanjoseca.gov>; District3 <district3@sanjoseca.gov>; District4 <District4@sanjoseca.gov>; District5 <District5@sanjoseca.gov>; District 6 <district6@sanjoseca.gov>; District7 <District7@sanjoseca.gov>; District8 <district8@sanjoseca.gov>; District9 <district9@sanjoseca.gov>; District 10 <District10@sanjoseca.gov>

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Subject: 9850 Yard Piping Improvements Phase 2 Project

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Good afternoon –

Attached please find correspondence with exhibits from Mr. Busby regarding the above Project.

Thank you,
Sheila

Sheila McNeill, Legal Assistant

John W. Busby II, Attorney at Law, P.C.

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April 7, 2023

Via E-Mail

San Jose City Council
City of San Jose
200 E. Santa Clara Street
San Jose, CA 95113

Re: 9850 Yard Piping Improvements Phase 2 Project

This firm represents Mountain Cascade, Inc. (“MCI”), which was initially determined to be the lowest responsive and responsible bidder for the 9850 Yard Piping Improvements Phase 2 Project (the “Project”) for the City of San Jose (the “City”). This letter is being submitted in advance of MCI’s presentation at the April 25, 2023 City Council meeting, to present facts and legal analysis contesting the City’s decision to revoke its initial Notice of Intent to Award the project to MCI, in favor of Michels Trenchless, Inc. (“Michels”). MCI requests that the City reinstate its original Notice of Intent to award the project to MCI, the lowest responsible and responsive bidder by more than \$1.15 million.

I. EXECUTIVE SUMMARY

After issuing a Notice of Intent to Award Contract to MCI in January 2023, Michels Trenchless, Inc., the second low bidder, submitted a bid protest on the ground that MCI’s bid was non-responsive because it did not include subcontractor superintendent resumes, a requirement not found on the City’s Bid Document Checklist, but rather buried deep within the technical specifications. Though Michels cited no decisional legal authority, and no argument that the resumes had any impact on the bid process, the City exercised its discretion to sustain the protest and issue a Revised Notice of Intent to award the project to Michels on February 7.

As detailed below, the Revised Notice of Intent conflicts with well-established California law holding that a deviating bid which substantially conforms to a call for bids should be set aside only if “the deviation is capable of facilitating corruption or extravagance, or likely to affect the amount of bids or the response of potential bidders.” (*Bay Cities Paving & Grading, Inc. v. City of San Leandro*, 223 Cal. App. 4th 1181, 1188; *Ghilotti Construction Co. v. City of Richmond* (1996) 45 Cal.App.4th 897, 908, citing 47 Ops.Cal.Atty.Gen. 129, 130 (1966).) As courts and the California Attorney General have recognized, deviations from precise technical requirements are to be expected, and must be allowed for: “It is inconceivable that inconsequential departures

San Jose City Council
City of San Jose

Re: 9850 Yard Piping Improvements Phase 2 Project

April 7, 2023

Page 2

will not appear .. but if the unit, it toto ... generally conforms to the city's needs and will substantially perform the service which the city requires, non-conformity between plan and bid does not exist." (47 Ops.Cal.Atty.Gen. 129, 130–131 (1966); *Konica Bus. Machines U.S.A. Inc. v. Regents of Univ. of California*, 206 Cal.App.3d 449, 454 (1988).) Indeed, the City Municipal Code recognizes that "informalities or minor irregularities in bids or bidding may be waived. (San Jose Municipal Code §27.10.570, "Minor Irregularities.")

Under *Bay Cities*, *Ghilotti*, and the other cases briefed below, the factual circumstance here – the failure to submit subcontractor superintendent resumes which were not listed as a requirement on the Bid Submittal Checklist – plainly constitutes an inconsequential variance, as it did not afford MCI a competitive advantage and had no impact on the amount of the bid. ***Indeed, Michels' bid protest did not even allege a competitive advantage or impact on the bid amount, nor did the City's written decision to issue the Revised Notice of Intent.*** As such, and keeping in focus the City's primary responsibility to the public interest, the City must accept MCI's low bid. (*Ghilotti*, *supra*, at 908-909, "It certainly would amount to a disservice to the public if a losing bidder were to be permitted to comb through the bid proposal or license application of the low bidder after the fact, and cancel the low bid on minor technicalities, with the hope of securing acceptance of his, a higher bid. Such construction would be adverse to the best interests of the public and contrary to public policy.")

MCI's position is further supported by the attached expert opinion of Jim Foley, former Deputy Director of Public Works for the City. Mr. Foley opines that the inconsequential nature of the superintendent resumes is evident from the fact that the requirement is buried within 2,700 pages of technical specifications, and is not on the Submittal Checklist, which was expressly designed by the City to ensure bidders are fully aware of all documents required for submitting a successful bid and to eliminate opportunities for bid protests and/or bid subversion. Moreover, it is ill advised to require superintended resumes as part of the bidding requirement, as the superintendents may well change between the time of the bid and the start of the project, which would require a change order and potential increased contract price. For that reason, resumes are typically addressed through the submittal process at the commencement of the work on a project, not in the bidding process. **(Exhibit 1, Expert Opinion.)**

At most, the omission of resumes by MCI constituted a minor and insubstantial variation, which indisputably had no impact on the bid process. As a result, the City must exercise its discretionary power under the law to revoke the Revised Notice of Intent and award the project to MCI, and in the process save the City and its resident taxpayers over \$1.15 million in project costs.

II. FACTUAL BACKGROUND

A. Mountain Cascade, Inc.

MCI has had a long successful relationship with the City of San Jose spanning more than 42 years. During the last 15 years, MCI has completed public work improvement projects totaling 51 million dollars over 30 projects within the City's jurisdictional purview for the City Public Works Department, Santa Clara Valley Water District, and numerous developers installing public utility infrastructure. MCI has never failed to complete a contract.

B. The Request for Bids ("RFB") and Subsequent Addenda

MCI, along with numerous other potential bidders, received e-mail notice that the City was advertising an RFB for the project on November 21, 2022. The e-mail notice referenced that the solicitation documents would be stored on Biddingo. Of note, the e-mail also attached the Notice to Contractors, which referenced various matters in connection with submitting a bid, including the bid deadline (at that point December 15, 2022), required bid security, prebid meeting, Labor Code requirements, Project labor Agreement, licensing requirements, Department of Industrial Relations ("DIR") requirements, bidder's experience requirement, and bond and insurance requirements. There was no reference to submitting resumes for subcontractor superintendents. **(Exhibit 2, Notice of RFB.)**

The plans and specifications for the Project, posted on Biddingo, were split into two sections: (1) Division 00, Procurement and Contracting Requirements; and (2) Technical Specifications. The Procurement and Contracting Requirements section contained the Notice to Contractors, referenced above, along with a document titled "Submittal Checklist for Bidders," which by its title purports to list the documents required to be submitted with the bid. The submittal checklist referenced the Proposal, Non-Collusion Affidavit, Bid Sheet, Bidder's Bond, Statement of Bidder's Experience, and List of Subcontracts. Even under the "List of Subcontractors," the checklist did not reference any requirement for resumes. In fact, resumes are not mentioned anywhere in any of the Procurement and Contracting Requirements. The only reference to subcontractor resumes is buried deep within the 2,700 page Technical Specifications at the following sections:

- 33 01 30.73-8: Carbon Fiber Reinforced Polymer Rehabilitation
- 33 01 30.71-5: Cured-in Place Pipe Rehabilitation
- 40 05 37.71-4: Geopolymer Mortar Rehabilitation

Each of these sections contains a subsection which states that on-site superintendent resumes for the contractor must be submitted, but provides the City discretion as to whether the absence of resumes would warrant a determination that the bid was non-responsive: “Failure to provide the required information [resumes] *may* result in determining a contractor to be non-responsive.”

The City subsequently published 5 addenda packages. While the addenda addressed certain specifications, and notably extended the bid submission deadline to January 12, 2023, they did not address the resume submission issue.

C. The Bid Proposals And Notice Of Intent To Award The Project To MCI

MCI submitted its bid proposal for \$15,701,000.00, on January 12, 2023. MCI understands that the only other bid proposal was from Michels, and was significantly higher than MCI’s bid, at \$16,855,430.00.

On January 23, 2023, the City issued a Notice of Intent to Award the contract for the Project to MCI, the apparent low bidder. **(Exhibit 3, Notice of Intent.)**

D. Michels’ Bid Protest And MCI’s Response

On January 27, 2023, Michel’s submitted a bid protest to the City in letter format. The bid protest asserted that MCI’s bid was not responsive to the bid documents based on the following two grounds: (1) MCI’s statement of experience did not meet the requirements stated in the bid documents; and (2) MCI did not submit superintendent resumes for its subcontractors. **(Exhibit 4, Michels’ Bid Protest.)**

Of note, while the protest letter promised to provide “specific references to ... legal authorities,” not a single decisional authority was cited. As detailed in the legal analysis section below, California law does not support Michels’ bid protest. ***Moreover, Michels did not cite any evidence, or event contend, that the failure to submit superintendent resumes had any impact on the bid amount or created an unfair competitive advantage in favor of MCI.***

On January 30, MCI submitted a letter response to the bid protest. As to MCI’s first point, the letter noted that the projects listed in MCI’s bid plainly satisfied the five experience criteria in the bid documents. MCI listed three “substantially similar” projects on which it was the general contractor, the project completion date was after January 2010, and at least two of the projects were completed at an operating wastewater treatment facility. In sum, MCI’s bid plainly complied with the bid requirements on the issue of MCI’s experience. Michels’ bid protest

appeared to purposefully misrepresented MCI's bid in an effort to obtain the Project. **(Exhibit 5, MCI Response to Bid Protest.)**

As to the second ground of the bid protest, MCI noted that their bid was consistent with the bid documents (the submittal checklist, notice to contractors, and proposal), which precisely defined the requirements for a responsible and responsive bid, and none of which referenced resumes.

E. The City Sustains Michels' Bid Protest, In Part, And Issues A Revised Notice Of Intent To Award

On February 7, the City issued a Revised Notice of Intent to Award Contract. The Revised Notice noted that the City reviewed the bid protest and MCI's response, and determined that the bid protest should be sustained. **(Exhibit 6, Revised Notice of Intent.)**

In an accompanying memo, the City found that the first ground for Michels' bid protest – that MCI failed to meet the requirements listed on the City's Statement of Bidder's Experience – was "baseless," as three of the five projects referenced in MCI's bid met the Bidder's Experience requirements (of the remaining two projects, one was not yet complete, and the other did not meet the minimum pipeline diameter). **(Exhibit 6, Revised Notice of Intent, Memo.)**

The City found that the second ground for Michel's bid protest – that MCI's bid did not contain superintendent resumes – was valid, without acknowledging the discretionary nature of the requirement ("the failure to submit *may* result in determining a bidder to be non-responsive). The City acknowledged that MCI had since provided the required documentation, but noted that accepting the late submittal would be "inconsistent with ensuring a fair, transparent, and competitive procurement process." The City did not cite any evidence or rationale as to why the absence of subcontractor superintendent resumes rendered the procurement process unfair, non-transparent, or non competitive. **(Id.)**

F. Post Revised Notice Of Intent Communications With Department Of Public Works

On February 16, MCI requested a formal hearing from the City to contest the Revised Notice of Intent. In response, the Public Works Department notified MCI that the City Council was scheduled to consider the recommended award of the Project at its regularly scheduled public meeting on April 25, 2023, and that MCI could submit any documents to the City Council by no later than April 21. The e-mail further notified MCI that it could address the City Council when it receives public comment during its consideration of the Public Works Director's Recommendation at the April 25 meeting. **(Exhibit 7, E-mail Communication with Public**

San Jose City Council

City of San Jose

Re: 9850 Yard Piping Improvements Phase 2 Project

April 7, 2023

Page 6

Works.) In addition to this written submission and the attached documents, MCI intends to present its position at the meeting on April 25.

III. LEGAL ARGUMENT

A. California Law Dictates That An Agency May, And Should, Waive Bid Irregularities Where They Do Not Impact The Amount Of The Bid Or Afford Competitive Advantage, And The Waiver Is In The Public Interest

The fundamental rule of competitive bidding, applicable to public works projects in the City of San Jose, is that a contract “must be awarded to the responsible bidder submitting the lowest responsive bid.” (San Jose Muni Code §27.10.540, “Award”; California Public Contract Code §10180; *Valley Crest Landscape, Inc. v. City Council*, 41 Cal.App.4th 1432, 1438 (1996).) The term “responsive,” at issue here, means that the bid promises to do what the bidding instructions require, and responds accurately and completely to the solicitation. (*Valley Crest, supra*, at 1438; *Ghilotti, supra*, at 904.) It is clear, however, that California law permits considerable leeway in “responsiveness.” As the cases below illustrate, the de minimis variance in MCI’s bid was inconsequential to the bidding process or amount, and did not justify sustaining Michels’ unreasoned bid protest. As a result, and in light of the public interest of saving more than \$1.15 million in project fees, the City must revoke its Revised Notice Of Intent and award the Project to MCI.

1. Ghilotti Construction v. City of Richmond

Ghilotti involved competing bids on a road construction project in the city of Richmond. The contract specifications included a provision that the contractor would itself perform “contract work amounting to not less than 50 percent of the original total contract price.” However, the lowest bid, by a company called GBCI, showed that “it would be subcontracting 55.44 percent of the total contract price.” After a protest by the second lowest bidder, GCC, the city decided to “waive the 50 percent requirement as ‘nonsubstantive and inconsequential’ and awarded the contract to GBCI. Thereafter, the trial court issued an order denying GCC’s petition for writ of mandate to prevent the city from awarding the contract to GBCI. (*Ghilotti, supra*, at 903.)

The Court of Appeal affirmed the trial court’s decision, emphasizing that a deviating bid must be set aside only if “the deviation is capable of facilitating corruption or extravagance, or likely to affect the amount of bids or the response of potential bidders.” (*Ghilotti, supra*, at 908.) These considerations must be evaluated “from a practical rather than a hypothetical standpoint, with reference to the factual circumstances of the case. ***They must also be viewed in light of the public interest, rather than the private interest of a disappointed bidder.***” (*Id.* at 908-909.) The

San Jose City Council
City of San Jose

Re: 9850 Yard Piping Improvements Phase 2 Project

April 7, 2023

Page 7

Court noted that “it certainly would amount to a disservice to the public if a losing bidder were to be permitted to comb through the bid proposal or license application of the low bidder after the fact, and cancel the low bid on minor technicalities, with the hope of securing acceptance of his, a higher bid. Such construction would be adverse to the best interests of the public and contrary to public policy.” (*Ghilotti*, supra, at 908-909.)

In comparison to the percentage of subcontractor work requirement in *Ghilotti* – a requirement which appears critical but was nonetheless deemed “inconsequential” – the failure to submit subcontractor superintendent resumes here was entirely innocuous and insignificant; a “minor irregularity” which should be waived under section 27.10.570 of the Municipal Code.

2. *Bay Cities v. City of San Leandro*

In *Bay Cities*, the City of San Leandro published a call for bids for the construction of a BART project. The project requirements included submitting a proposal, using a standard form provided by the City, and providing a bid deposit securing the proposal, which could be in the form of a bond executed by an authorized surety company. Information regarding the bid requirements was on the face of the City’s contract book. (*Bay Cities*, supra, at 1184-1185.)

Contractor G&B was the low bidder, however its bid was missing the first page of its bid bond, which contained the terms of the form bid bond. The bid did include the second page, which contained the signatures of the surety, G&B’s president, and notary certificates. G&B subsequently rectified the error, submitting the first page of the bid bond, albeit after the sealed bids had been opened. (*Id.*)

The second lowest bidder, Bay Cities, filed a bid protest, arguing that G&B’s bid was non-responsive due to the omitted page. G&B’s attorney responded, stating that the inadvertent irregularity was minor and waivable by the City. The City ultimately agreed with G&B and adopted a resolution identifying G&B as the low bidder and waiving any irregularities in G&B’s bid. (*Id.* at 1185-1186.)

Bay Cities’ petition for a writ of mandate was denied by the Alameda Superior Court, with the court reasoning that the irregularity was “minor,” and did not affect the amount of the bid or provide G&B with a competitive advantage. Moreover, the bid bond was a form document and thus it was apparent that the second page of the bid bond referred to the first, and the second page identified the project at issue.

The Court of Appeal affirmed the trial court’s decision, citing *Ghilotti* for the well-established proposition that a bid which “substantially conforms to a call for bids may, though it is not

strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential.” (*Id.* at 1188.) The court further referenced the *Ghilotti* “inconsequential” test: whether the deviation gave the bidder an unfair competitive advantage or otherwise defeated the goals of insuring economy and preventing corruption in the public contracting process. (*Id.*) As in *Ghilotti*, the Court emphasized the practical nature of the evaluation, with reference to the facts of the case, viewed in light of the public interest. The court echoed the *Ghilotti* mandate that a losing bidder should not be permitted to challenge the low bid on a technicality, forcing the public entity to accept a higher bid. (*Id.* at 1189.)

In analyzing the failure to provide the first page of the bid bond, the court noted that the first, missing page, contained only three blank places for the insertion of additional information: (1) the name of the principal (i.e., the bidder), (2) the name of the surety, and (3) the date of the submission of the bid. (*Id.* at 1190.) Yet the second page of the bid bond, which was submitted, contained the name of the principal and surety, and there could be no confusion as to the date of submission of the bid. In sum, the city had the required information, even absent the submission of the first page. Likewise here, the City had the requisite information to make a determination that MCI’s subcontractors were qualified, including their names, contractor license numbers, DIR registration numbers, place of business, and portion of work. The only absent information were resumes for the precise superintendent, a person that may very well change by the date of commencement of the project. Like the alleged failure to submit a complete bid bond in Bay Cities, the mere absence of superintendent resumes could not be deemed “consequential,” or impact the bid amount.

3. *Konica v. Regents of University of California*

In contrast to *Ghilotti* and *Bay Cities*, *Konica* provides an example of a bid that contained a “consequential” deviation that impacted the bid amount and led to a competitive advantage, and was therefore properly set aside. In *Konica*, the University of California advertised a “Request for Quotation” on a contract for photocopy machines and service, including detailed performance specifications for various categories of copy machines. Konica was underbid by Copy-Line. The University awarded Copy-Line the contract even though the machines designated in its bid did not meet the required specifications in two categories, and the machines that were required to be bid (and which Konica did bid), cost thousands of dollars more than those bid by Copy-Line.

The Court examined legal authorities tracing back to 1941 for the proposition that a deviating bid may still be accepted “if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders,” because it is “inconceivable that

inconsequential departures will not appear ...” (*Konica, supra*, at 454, citing 47 Ops.Cal.Atty.Gen. 129, 130–131 (1966), quoting *Dougherty v. Folk* (1941) 70 Ohio App. 304.) In view of those authorities, the court conducted the necessary fact specific analysis and found that neither Copy-Line nor the University directly disputed the fact that strict adherence by Copy-Line to the performance specifications would have resulted in an increased bid. Because the deviation from specifications gave Copy-Line a competitive advantage, the court concluded the contract had to be set aside.

The distinction between the present matter and *Konica* is clear. Unlike *Konica*, there is no evidence, or even argument, that the absence of superintendent resumes had zero impact on the bid amount or process.

4. *Menefee & Valley Crest, The Alternative Bid Bond Release Test*

The *Menefee* and *Valley Crest* cases, among others, state an alternative approach to evaluating the validity of a bid, the bid bond test. As detailed below, MCI’s bid passes the bid bond test as well.

In *Menefee v. County of Fresno*, 163 Cal.App.3d 1175 (1985), Brewer-Kalar, the lowest bidder, failed to sign the bid on the appropriate line. County counsel determined the bid was “non-responsive” and invalid, and advised the board of supervisors not to accept the bid. The board voted to accept the lowest bid and waive any irregularity due to the absent signature. The second lowest bidder, Menefee, filed a petition for a writ of mandate to compel the board to award the contract to it. The trial court denied the writ and the appellate court affirmed. The reviewing court determined Brewer-Kalar’s bid was valid despite the absence of the signature on the appropriate line, because the bid was signed elsewhere.

In *Menefee* – decided well prior to *Ghilotti* and *Bay Cities* – the court reasoned that the issue in determining the validity of a bid is whether the bidder would be liable on its bond if it attempted to back out after the bid was accepted, and that waiver of an irregularity in a bid should only be allowed if it would not give that bidder an unfair advantage by allowing the bidder to withdraw its bid without forfeiting its bid bond. “Thus, we should ask—what would have happened if Brewer-Kalar had refused to enter into a contract and sought to recover its bid bond? If they could use the absence of an executing signature on their bid to avoid a contract, then they had an unfair advantage—the opportunity to back out—not given to other bidders who signed their bids properly.” (*Id.* at 1181.) The court found that under the statute for relief of bidders, Public Contract Code §5103,¹ a bidder could be released only for typographical or arithmetical errors,

¹ Public Contract Code §5103, “Grounds for Relief,” states as follows:

not a mistaken submission of a bid. Since relief was not available, the irregularity could be waived and the bid was valid. (*Id.*). Likewise here, MCI could not have been released from its bid bond for failure to submit subcontractor superintendent resumes, as that is not a “typographical or arithmetical error,” but rather an error in reading the specifications under §5103. As such, under *Menefee*, the “irregularity” in MCI’s bid can, and should, be waived.

In *Valley Crest Landscape, Inc. v. City Council*, 41 Cal.App.4th 1432 (1996), the second lowest bidder on a city project protested the lowest bid due to its failure to comply with a contract requirement that the bidder perform at least 50 percent of the work itself. The lowest bid, by North Bay Construction, was \$4,077,675, however it deviated from the bid requirements in that it specified that 83 percent of the work would be performed by a subcontractor. The city engineer contacted North Bay regarding its subcontracting figures, warning North Bay its bid would be considered nonresponsive unless further information was forthcoming. North Bay responded that the 83 percent figure was “not correct,” and was the product of estimated subcontracting amounts which were all that were available until just before the bid closing. North Bay provided “actual correct subcontractor percentages’ totaling 44.65 percent.” The city engineer and the public works director spot-checked the revised percentages by contacting the five largest subcontractors, and were satisfied the new figures were accurate. The city council voted to award the contract to North Bay.

Valley Crest, the second low bidder, sought a writ of mandate in the Superior Court, which was denied. The Third District Court of Appeal reversed, following the approach set forth in *Menefee*: a bid irregularity may only be waived if it would not give the bidder an unfair advantage by allowing it to withdraw its bid without forfeiting the bid bond. (*Id.* at 1442.) The court concluded,

The bidder shall establish to the satisfaction of the court that:

- (a) A mistake was made.
- (b) He or she gave the public entity written notice within five working days, excluding Saturdays, Sundays, and state holidays, after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred.
- (c) The mistake made the bid materially different than he or she intended it to be.
- (d) The mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans or specifications.

The San Jose Municipal Code §27.10.600 expressly incorporates this public contract code section, stating: “The Director may consent to relieving a bidder of its bid for mistake if the bidder established the grounds for such relief in accordance with California Public Contracts Code Sections 5101 through 5103, as those sections may be amended.”

North Bay had an unfair advantage because it could have withdrawn its bid. Misstating the correct percentage of work to be done by a subcontractor is in the nature of a typographical or arithmetical error. It makes the bid materially different and is a mistake in filling out the bid. As such, under Public Contract Code section 5103, North Bay could have sought relief by giving the City notice of the mistake within five days of the opening of the bid. That North Bay did not seek such relief is of no moment. The key point is that such relief was available. Thus, North Bay had a benefit not available to the other bidders; it could have backed out. Its mistake, therefore, could not be corrected by waiving an ‘irregularity.’ (*Id.*)

Again, under Public Contract Code §5103, MCI could not have withdrawn its bid as a result of the absence of subcontractor superintendent resumes. As a result, there was no unfair advantage to MCI, and its bid irregularity could, and should, be waived.

B. The Failure to Submit Subcontractor Resumes was Inconsequential

Under the authorities cited above, a court of law clearly would not view the failure to submit a subcontractor superintendent resume as “consequential” where the requirement was not on the face of the bid, but rather buried in the technical specifications, and where there is no evidence (or even argument) that the deviation afforded MCI an advantage or had any impact on the bid process whatsoever.

This is further elucidated by MCI expert Jim Foley, clarifying that subcontractor resumes are typically addressed through the submittal process at the commencement of the work on a project, not in the bidding process. (**Exhibit 1, Expert Opinion.**) That is because the construction industry is subject to the same or similar employee turnover as most other industries, and there is no guarantee that a superintendent disclose in a bid package will be the superintendent months later when the project commences.

Moreover, had the City intended for the subcontractor superintendent resumes to be a consequential requirement, it should have been included in the procurement documents and, most notably, the Submittal Checklist, which was developed by the City to assure that bidders were fully aware of all documents required for submitting a successful bid and eliminating opportunities for bid protests or bid subversion. The City’s mistake in not including the resume requirement in the Submittal Checklist ironically defeated the intent of the checklist, as Michels has opportunistically subverted MCI’s bid based on an obscure technicality. At the very least, the absence of any mention of resumes in the Submittal Checklist is a glaring indication that it was not a consequential aspect of the bid process, and that the City’s revocation of MCI’s bid on that basis was unjustified.

San Jose City Council
City of San Jose

Re: 9850 Yard Piping Improvements Phase 2 Project

April 7, 2023

Page 12


In sum, neither Michels nor the City has, or can, make a case that the deviation in MCI's bid was consequential under the authorities cited above, or that it would have justified a release from MCI's bid bond. As a result, the absence of subcontractor superintendent resumes cannot serve as a basis for usurping this project from MCI, only to saddle the City with a contract that exceeds MCI's bid by more than \$1.15 million.

C. The City Must Take Action to Rectify Its Error

Given that the sustaining of Michels' bid protest and issuance of the Revised Notice to Intent did not comply with California Law, the City must take action to rectify this error. Under the Municipal Code, the City is required to revoke its Revised Notice of Intent, and reinstate its original Notice of Intent to Award to MCI, the lowest responsible and responsive bidder. (San Jose Municipal Code §27.10.540.) Alternatively, the City may reject all bids and re-advertise for new bids. (*Id.* at §27.10.530.) In the event the City takes neither action and moves forward with a contract for the project with Michels, MCI will seek all available relief from the Superior Court.

MCI looks forward to presenting its position, and addressing any questions, at the April 25, 2023 City Council meeting. If you have any questions in the meantime, or need further information, please contact me at your earliest convenience.

Regards,



JOHN W. BUSBY II

JWB/sm

cc: Lauren Profeit, CIP Procurement Manager (lauren.profeit@sanjoseca.gov)
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San Jose City Council
City of San Jose

Re: 9850 Yard Piping Improvements Phase 2 Project

April 7, 2023

Page 13

Mayor and Council Members:

Mayor Matt Mahan (mayoremail@sanjoseca.gov)
Rosemary Kamei, District 1 (District1@sanjoseca.gov)
Sergio Jimenez, District 2 (District2@sanjoseca.gov)
Omar Torres, District 3 (District3@sanjoseca.gov)
David Cohen, District 4 (District4@sanjoseca.gov)
Peter Ortiz, District 5 (District5@sanjoseca.gov)
Devora Davis, District 6 (District6@sanjoseca.gov)
Bien Doan, District 7 (District7@sanjoseca.gov)
Domingo Candelas, District 8 (District8@sanjoseca.gov)
Pam Foley, District 9 (District9@sanjoseca.gov)
Arjun Batra, District 10 (District10@sanjoseca.gov)

EXHIBIT 1

James W. Foley, P.E.
ENGINEERING AND CONSTRUCTION CONSULTANT
P. O. Box 2153
Saratoga, California 95070
(408) 777-9917
jim@jimfoley.com

Bid Protest - Project 9850 – Yard Piping Improvements Phase 2

Expert Opinion

I have been requested by John W. Busby, II, Attorney at Law, P.C., counsel for Mountain Cascade, Inc., to provide my opinion regarding the bid protest by Michels Trenchless, Inc. and the associated staff report prepared by Lauren Profeit, CIP Procurement Manager, dated February 7, 2023. I retired from the City of San Jose in 2003 as a Deputy Director of Public Works. I was a key participant in the 1992 update of the standard specifications, and the associated bid process, bid documents, and construction contract. The bid process and documents are essentially the same today as they were in 1992. In my 27+ year career with the City, I was directly involved in bidding for approximately 1000 projects.

Contrary to the findings of the staff report, I find that Mountain Cascade, Inc.,(MCI) is the lowest responsive, responsible bidder for the following reasons:

1. The "Bid Documents" were completely clear and filled out correctly and submitted by MCI as a responsive bid. There was no requirement in the bid documents related to the requirement for superintendent resumes as referred to in Sections 33 and 40 of the project technical specifications. The Bid Documents in the "Specifications" included a "Submittal Checklist for Bidders" that was developed by San Jose to assure that bidders were fully aware of all documents required for submitting a successful bid and eliminating opportunities for bid protests and/or bid subversion. Therefore, MCI's bid was responsive since they submitted all required documents in accordance with the requirements of this checklist – Section 00 01 13 (page 9) of the "Specifications."
2. The requirement for superintendent resumes is part of the technical specifications and is not referenced in any of the bid documents – Notice to Contractors included. The plans and specifications for the project are comprised of 2 books of 1351 pages each or 2702 pages and 5 addenda. If this resume requirement were an essential requirement of the project, it should have been addressed in the Notice to Contractors and provisions made for inclusion in the bid package itself. And it should have been included as an item in the "Submittal Checklist for Bidders." This requirement for resumes as part of the bid documents is essentially buried in the project technical specifications in an obscure location.
3. The requirement for resumes as part of a bidding requirement is ill advised. Should the individuals submitted as part of the bid process leave the employment of the successful low bidder, a contract change order would be required for a replacement individual. A contract change order could result in an increased contract price or a possible claim from a contractor.

Bid Protest - Project 9850
Yard Piping Improvements Phase 2
Expert Opinion

When resumes of a contractor's key personnel are a project requirement, industry custom and practice dictates that this requirement be addressed through the submittal process at the commencement of work on a project. As a part of the technical specifications, the contractor can be required to submit resumes of key personnel for approval by the owner. This submittal process is common to every project. A bid proposal is not the correct document for including resumes of key personnel who may or may not be available at the time construction commences. Bids for this project were opened on January 12, 2023, and it is unlikely that actual construction will start until summer 2023 - over 5 months after bid opening.

4. MCI's bid is responsive. The non-inclusion of the resumes by MCI is inconsequential and at a minimum constitutes a waivable "informality" or defect and should be treated as such. Nor are superintendent resumes critical to the bidding process or the submission of the lowest responsive bid. Page 2 of the "Proposal to the City" states that "Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding." Both the San Jose City Charter (Exhibit A) and the San Jose Municipal Code (Exhibit B) recognize that "informalities or minor irregularities in bids or bidding" may be waived. (San Jose City Charter Section 1217 (e) (5) and San Jose Municipal Code §27.10.570, "Minor Irregularities.")

The City is required to award the contract in the amount of \$15,701,000.00 to Mountain Cascade, Inc., the lowest responsible, responsive bidder, thus saving the taxpayers \$1,154,430.00.

Respectfully submitted,



James W. Foley, P.E.

Bid Protest - Project 9850
Yard Piping Improvements Phase 2
Expert Opinion

EXHIBIT A



CITY CHARTER

Adopted in 1965 and
as Amended by Voters through November
2022

Updated February 2023
(pending attorney review)

City government at any time. Such accountant shall at all times abide by the current and most accepted standards of municipal accounting. As soon as practicable after completion of a special audit, if such an audit should be ordered by the Council, said independent accountant shall submit a special report to the Council setting forth their findings and recommendations with respect to the matters covered by such special audit. Also, as soon as practicable at the end of the fiscal year, a final report shall be submitted by such independent accountant to the Council setting forth their findings and recommendations respecting the records, accounts, and fiscal procedures covered by their general audit. Three (3) copies of each report shall be placed on file in the office of the City Clerk where they shall be available for public inspection.

Amended at election June 7, 1994

Amended at election November 8, 2022

SECTION 1216. Bonded Debt Limit.

The City shall not incur any indebtedness evidenced by general obligation bonds which shall in the aggregate exceed the sum of fifteen percent (15%) of the total assessed valuation of all the real and personal property within the City.

SECTION 1217. Public Works Procurement Requirements.

- (a) **DEFINITIONS.** For the purposes of this Section, the following words have the following meanings.
- (1) “Public Works Project” means a project for the construction, erection, improvement or demolition of any public building, street, bridge, drain, ditch, canal, dam, tunnel, sewer, water system, fire alarm system, electrical traffic control system, street lighting system, parking lot, park or playground. “Public Works Project” shall not mean or include the following: (i) maintenance of any Public Works Project, (ii) any repairs, construction, erection, improvement, or demolition incidental to such maintenance, or (iii) the planting, care or maintenance of trees, shrubbery or flowers.
 - (2) “Major Public Works Contract” means a City contract for a Public Works Project that, at the time of award, requires the expenditure of City funds of more than \$600,000, excluding the cost of any materials, supplies or equipment the City may have acquired or may separately acquire.
 - (3) “Minor Public Works Contract” means a City contract for a Public Works Project that, at the time of award, requires the expenditure of City funds in an amount less than the threshold amount to be a Major Public Works Contract.

- (4) “Design-Build Contract” means a City contract in which both the design and construction of the Public Works Project are procured from a single entity.
- (b) **ADJUSTMENT FOR INFLATION.** Every July 1st the \$600,000 threshold used to define a Major Public Works Contract will be adjusted for inflation in the construction industry as set forth more specifically by ordinance of the City Council.
- (c) **PROCUREMENT – MAJOR PUBLIC WORKS CONTRACTS.** The primary means of procuring a Major Public Works Contract will be formal public bidding in which, following public notice, the City will award the contract to the lowest responsive bidder that is responsible. Formal public bidding will occur consistent with the requirements in Subsections (e) through (h) of this Section, and as otherwise set forth by ordinance of the City Council.
- (1) As a procurement alternative for Major Public Works Contracts, the City can select a contractor using objective criteria to determine the best combination of price and qualifications. This procurement process will be set forth by ordinance of the City Council consistent with the following requirements.
- (i) The City will follow the formal bidding requirements in Subsections (e) through (h) except as otherwise provided in Subsections (c)(1)(ii) through (c)(1)(v).
- (ii) The City will designate a panel to evaluate the qualifications of the bidders and to assign to each bidder a qualification score. The panel will base the qualification score on an evaluation of objective criteria that may include, but is not limited to, a bidder’s safety record, past performance, labor compliance, demonstrated management competence, financial condition and relevant experience.
- (iii) The qualification score may be determined as part of a prequalification or as part of the bid solicitation. In either case, the relevant documents will set forth the criteria, methodology and rating system the panel will use to evaluate bidders.
- (iv) Bid prices will remain sealed until after the evaluation panel has assigned a qualification score to each bidder.
- (v) Based on a formula that uses the assigned qualification score and bid price, the City will award the contract to the lowest responsive bidder that is responsible.

- (2) As a procurement alternative for Major Public Works Contracts over \$1,000,000, the City may negotiate and award a Design-Build Contract without formal public bidding if the City Council finds that such a contract would save money or result in faster project completion. The process for competitively selecting a design-build contractor, and for negotiating and awarding a Design-Build Contract, will be set forth by ordinance of the City Council.
- (d) **PROCUREMENT – MINOR PUBLIC WORKS CONTRACTS.** The City will procure Minor Public Works Contracts in the manner set forth by ordinance of the City Council.
- (e) **NOTICE REQUIREMENT AND PROCEDURE.**
 - (1) The notice inviting bids shall set a date for the opening of bids, and shall be published at least once, at least ten (10) days before the date set for opening of bids, in a newspaper of general circulation in the City or electronically so that the notice is publicly available to the general community of potential bidders.
 - (2) All bids, including such bidder's security as may be required, shall be presented under sealed cover.
 - (3) If the successful bidder fails to execute the contract within the time specified in the notice inviting bids or in the specifications referred to therein, the amount of the security required, if any, may be declared forfeited to the City and may be collected and paid into its General Fund, and all bonds so forfeited may be prosecuted and the amount thereof collected and paid into such fund.
 - (4) All bids shall be publicly opened, and the aggregate bid of each bidder declared at a time and place specified in the notice inviting bids.
 - (5) The Council shall have the right to waive any informalities or minor irregularities in bids or bidding.
- (f) **APPRENTICESHIP PROGRAM.** Nothing herein shall preclude the City from including in any contract provisions that require contractor participation in an apprenticeship program for at-risk youth.
- (g) **OTHER PROGRAMS.** Nothing herein precludes the City from implementing otherwise lawful programs supporting the use of small, local or economically disadvantaged businesses.
- (h) **SELECTION OF LOWEST RESPONSIBLE BIDDER.** If no bids are received, the Council may re-advertise, or have the "Public Works Project"

Bid Protest - Project 9850
Yard Piping Improvements Phase 2
Expert Opinion

EXHIBIT B

**SAN JOSE
MUNICIPAL CODE**

**VOLUME I
2000**

Contains the 2022 Supplement 41, including
local legislation current through December 13, 2022



info@municode.com | 800.262.2633 | www.municode.com

P.O. Box 2235 Tallahassee, FL 32316

27.10.560 Award Authority - Director.

- A. The Director is authorized to award and execute a Major Public Works Contract under the following conditions:
 - 1. The amount of the Major Public Works Contract is \$1,000,000 or less, exclusive of the amount of any bid alternates being awarded; and
 - 2. There is no unresolved bid protest that conforms to the requirements of Part 6 of this Chapter 27.10.
- B. The Director is authorized to award and execute a Major Public Works Contract under the following conditions:
 - 1. The authority to award bid alternates, even if their cost would cause the Major Public Works Contract to exceed \$1,000,000;
 - 2. The authority to reject bid alternates; and
 - 3. The authority to establish a construction contingency in an amount consistent with Section 27.04.050.
- C. The Director's authority under this Section is subject to the limitation that the contract amount, plus the project delivery costs, plus the construction contingency must be less than or equal to the amount appropriated for the project.
- D. The Director's authority under this Section includes the authority to approve the plan or design associated with the Major Public Works Contract the Director awards and executes.
- E. The \$1,000,000 threshold amount in this Section is subject to adjustment for inflation in accordance with Section 27.04.100.

(Ords. 30308 and 30540.)

27.10.570 Minor Irregularities.

In accordance with Section 1217(e)(5) of the Charter of the City of San José, informalities or minor irregularities in bids or bidding may be waived.

(Ord. 30308.)

EXHIBIT 2

From: Vargas, Elizabeth (PW)
Bcc: [dwilkins](#); [estimating@](#); [rschlothauer@](#) [sp](#)
[ndobids@](#); [callus](#); [Anthony.Middleton](#)
[estimating](#); [llowney](#); [dennis](#); [twite](#)
[szandof](#); [csmitt](#); [cprues](#); [treynolds](#)
[tina](#); [nhanser](#); [ruiz@](#)
[Stephen.mclaughlin](#)
Subject: City of San Jose; ESD 9850 Yard Piping Improvements Phase 2- Outreach Notification
Date: Monday, November 21, 2022 10:29:00 AM
Attachments: [9850-YPP2-00 10 11 NTC Non Municipal.doc](#)

Hello,

The City of San José is advertising a Request For Bids (RFB) for the following project:

ESD 9850 – Yard Piping Improvements Phase 2

See the attached Notice To Contractors for more information.

Interested vendors are directed to www.biddingo.com/sanjose to view the solicitation and submit questions.

The submittal deadline is **December 15, 2022**.

Thank you,

Elizabeth Vargas
Senior Analyst - Public Works - Procurement
City of San José
200 E. Santa Clara St., SJ CA 95113



**SECTION 00 91 13
ADDENDUM NO. 1**

**TO
PROCUREMENT DOCUMENTS
FOR THE**

9850 – YARD PIPING IMPROVEMENTS PHASE 2

ISSUE DATE: 11/22/2022

Notice is given that the following changes are hereby made to the procurement documents for the above-referenced project.

**THIS ADDENDUM CONTAINS 6 PAGES
(Including attachments)**

SPECIFICATIONS:

1. **Replace** the Notice to Contractors in its entirety with the Revised Notice to Contractors attached and included in this addendum (Addendum No.1).

SECTION 00 10 11 NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the City of San José (“City”) seeks sealed bid proposals in accordance with the following.

Project Name: 9850 – Yard Piping Improvements Phase 2 (“Project”)

Description of Work: The Project generally involves: 1) Partial Depth Concrete Crown Repair with epoxy coating on the pipelines of 120” Raw Sewage (“RS”), 84” Secondary Effluent, 102” Nitrification Influent and Nitrification Junction Structure, and 84” Primary Effluent; 2) Rehabilitation of 48” Santa Clara Force Main Segment 1 with Cured-In-Place Pipe; 3) Rehabilitation of 48” Santa Clara Force Main Segment 2 and 3 with geopolymer mortar and epoxy coating; 4) Rehabilitation of 96” RS with carbon fiber-reinforced polymer; 5) Installation of Containment Wall at Effluent Junction Structure 1 and Fish Screens; 6) Installation of epoxy coating for the upper 4’ of the walls and the ceiling, and containment wall at the access opening, replacement of a 14” pipe penetration, sediment removal and miscellaneous rehabilitation in No. 3 Water Wet Well at Final Influent Pump Station.

Engineer’s Estimate: \$12,200,000.

FILING OF BIDS

All proposals must be filed with the Director of Public Works, City of San José, City Hall, 200 E. Santa Clara St., 5th Fl., San Jose, CA 95113-1905, on or before 3:00 p.m. on **December 15, 2022.**

A representative of the Director of Public Works will publicly open and declare the aggregate bid of each bidder, using the Zoom virtual meeting platform, shortly after the filing deadline. Interested parties can access the virtual bid opening by visiting <https://www.sanjoseca.gov/CIPBids>.

OBTAINING PROCUREMENT DOCUMENTS

The City is using Biddingo, an online bid solicitation website, to facilitate this procurement. This procurement is registered on Biddingo (<https://www.biddingo.com/sanjose>) under the bid number and bid name above and has the following commodity code classifications(s):

[017500] Concrete
[100301] Construction – Backfill, Digging, Ditching, Grading, Rock Stabilization, Etc.
[100304] Construction – Curb, Gutter, Sidewalk, (Includes Driveway)
[100306] Construction – Pipeline (Including Removal, Relocation, Lining, and Pipe Fittings)
[100308] Construction – Shoring and Reinforcement
[100310] Construction – Structural and Reinforcement Steel
[100313] Construction – Utilities
[100314] Construction – Vertical Concrete, Pour-in- Place, and Form/Place/Finish
[100315] Construction – Wastewater Treatment Plant
[100501] Demolition Services
[023000] Earthwork and Paving Equipment
[101101] Excavation Services
[101401] Hydraulics (Pump, Hydraulic Motor, Valves, Gauges, Etc.) – Installation, Maintenance, Repairs
[040600] Instruments and Testing

[047000] Measurement and Control Devices
[071200] Sewage and Waste Treatment
[071500] Sewer and Storm Drain

All documents and information related to this procurement, including the Project plans and specifications, are on the Biddingo website under the bid number and bid name above. Once registered, bidders can view and download information regarding this procurement, including the bid and contract documents, as well as submit questions related to the bid and contract documents.

Once a bidder views or downloads documents for this bid, the bidder becomes a “document taker.” Biddingo will send “document takers” a notification every time the City posts an addendum, responds to a question and/or provides new information related to this procurement. Each bidder is responsible for selecting the appropriate notification options related to its Biddingo account. Following review by the City, proposals will be uploaded to Biddingo.

BIDDER’S RESPONSIBILITY TO CHECK FOR UPDATES

Bidders must periodically check Biddingo to make sure the bidder has the most recent information about this procurement.

REQUESTS FOR INFORMATION

Bidders must submit questions or requests for information concerning any part of this bid in writing to the City via Biddingo. The City will not respond to any communication or question submitted directly to City staff or City consultants. Submit questions via Biddingo no later than **December 8, 2022** at 3:00 pm.

All bidders are expected to have read and understand the "Procurement and Contract Process Integrity and Conflict of Interest," Section 7 of the Consolidated Open Government and Ethics Provisions adopted on August 26, 2014, a complete copy of which can be found at <https://www.sanjoseca.gov/home/showdocument?id=19565>.

Any bidder who violates this policy will be subject to disqualification. The grounds for disqualification include contact regarding this procurement with any City official or employee or evaluation team member other than the Procurement Contact or Purchasing Officer from the time of issuance of this solicitation until the end of the protest period.

RELIANCE UPON INFORMATION

Bidders can only rely on information obtained through Biddingo. Bidders can not rely on any other written or oral statements of the City or its officers, directors, employees or agents regarding this procurement. In the event a bidder obtains information about this procurement through any means other than Biddingo, the City will not be responsible for the completeness, accuracy or timeliness of the final bid proposal.

BID SECURITY

Each bid must be accompanied by cash, a certified check, a cashier's check or a bidder's bond in the sum of not less than 10% of the total aggregate amount of the bid. Checks shall be made payable to the order of the City of San José. Bonds shall be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance and shall name the City of San José as beneficiary. All bids must be addressed to the Director of Public Works, City of San José, shall bear the Project Number and Name and be in a sealed envelope.

PREBID MEETING

A non-mandatory site visit will be held on **Tuesday, November 29, 2022 at 10:00am** at the San José-Santa Clara Regional Wastewater Facility, 700 Los Esteros Road, San José, CA 95134. Attendees will check in at the 9850 – YARD PIPING IMPROVEMENTS
PHASE 2

Administration Building on Los Esteros Road and meet in Conference Room A. This meeting will be held to allow potential bidders to view the project location. No questions will be answered at this meeting.

The following Personal Protective Equipment is required for the site visit:

- Hard Hat
- Safety Glasses
- Safety Shoes
- Safety Vest

DEPOSIT OF SECURITIES IN LIEU OF RETENTION

Pursuant to the terms and conditions set forth in Public Contracts Code Section 22300, the contractor may substitute certain securities for any money withheld by City as retention to ensure contractor's performance under the contract. Such substitution of securities in lieu of retention shall be at the contractor's request and at contractor's sole expense. The securities shall be in an amount equivalent to the retention to be released.

PREVAILING WAGES AND RELATED LABOR REQUIREMENTS (Non-Municipal Affair)

This project is a "public works" as defined in Sections 1720 through 1720.6 of the California Labor Code. The contractor will be required to comply with the prevailing wage, hour and labor requirements set forth in California Labor Code Sections 1720 through 1861 (collectively "State Wage, Hour and Labor Requirements").

In accordance with the Wage, Hour and Labor Requirements, the contractor will need to pay not less than the local prevailing rate of per diem wages and the local prevailing rates for holiday and overtime work, as determined by the Director of the California Department of Industrial Relations. Copies of the local prevailing rate of per diem wages and the general prevailing wage rates for holiday and overtime work in effect for this project are on file and available for your review from the City's Office of Equality Assurance at 408-535-8430.

See Sections 2-1.17 and 7-1.01a(3) of the Special Provisions for the specific State Wage, Hour and Labor Requirements applicable to this contract.

PROJECT LABOR AGREEMENT

This project is subject to the Project Labor Agreement ("PLA") entered between the City of San José and the Santa Clara and San Benito Counties Building & Construction Trades Council. The awarded Bidder will be required to agree to the terms of the agreement by signing Addendum A – Agreement to be Bound, of the PLA agreement, and submit at the time the contract is executed.

See Attachment 6 for a copy of the PLA including Addendum A.

CONTRACTOR'S LICENSE REQUIREMENTS

All prospective bidders are hereby cautioned that the Contractor's State License Law regulates contractor licensing matters. The Contractor, in its bid proposal, shall be required to disclose its license type, number, and expiration date.

Bidders must have a California contractor's license, Classification "A" to bid this project.

CONTRACTOR DIR REGISTRATION REQUIREMENTS

The contractor and all listed subcontractors must be registered with the Department of Industrial Relations in accordance with California Labor Code Sections 1725.5 and 1771.1. The City will not accept a bid in which the contractor or any of the listed subcontractors are not registered in accordance with Sections 1725.5 and 1771.1.

See Section 2-1.17 of the Special Provisions for the “registration” requirements applicable to the contract.

BIDDER’S EXPERIENCE REQUIREMENT

Bidders are advised that there are special experience requirements for this contract. Please see Section 00 43 25 - Statement of Bidder’s Experience for specific details.

NONDISCRIMINATION/NONPREFERENTIAL TREATMENT

The Nondiscrimination/Nonpreferential Treatment requirements of Chapter 4.08 of the San Jose Municipal Code apply to this project.

BOND REQUIREMENTS

Bidder’s attention is directed to those provisions of the Specifications which require the contractor to whom the contract for the work is awarded, to file with the City Clerk at the time the contract is executed, a Contractor’s Payment Bond and a Bond for Faithful Performance meeting all the requirements of the Specifications and approved by the City Attorney of the City of San José. Bonds shall be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance and shall name the City of San José as beneficiary. The Contractor’s Faithful Performance Bond shall be for 100% of the contract amount. The Contractor’s Payment Bond shall be for 100% of the contract amount.

INSURANCE REQUIREMENTS

The CITY will use an Owner Controlled Insurance Program (OCIP) for this Project. The Bidder must submit its bid “net” of its insurance costs for coverages provided under the OCIP Coverages and Other Coverages Provided by Owner as set forth in Specification Section 00 90 04 ATTACHMENT 4.

END OF SECTION

EXHIBIT 3

NOTICE OF INTENT TO AWARD CONTRACT

9850 - Yard Piping Improvements Phase 2

January 23, 2023

Dear Bidders,

On January 12, 2023, the City of San José opened bids for the above referenced project. Bid results for this project will be made available on Biddingo at www.Biddingo.com/sanjose.

This letter serves as notification that the Director of Public Works intends to recommend that the City Council award the contract to the apparent low bidder, Mountain Cascade, Inc. on or about April 11, 2023.

A bidder who wishes to protest this Notice of Intent may file a written protest with the procurement contact listed below within five (5) business days following the date this notice is issued. Protests must be received before 5:00pm on the fifth business day, and must include the following information:

- a. The protestor's identity and standing to submit a protest;
- b. The name of the City Project as listed on the Notice to Contractors;
- c. A complete statement of the legal and factual grounds for the protest, including specific references to relevant documents and legal authorities;
- d. Copies of any documents that support the protest; and
- e. A request for a responsibility hearing in accordance with San Jose Municipal Code Section 27.10.470 of this Chapter if the bidder is protesting a proposed determination that it is not a responsible bidder.

The City of San José appreciates your interest and effort in preparing and submitting a bid for this project. If you have any questions about the bid process or the City's decision to award, please contact the procurement contact listed below.

Lauren Profeit
CIP Procurement
Department of Public Works
200 E. Santa Clara St.
San Jose, CA 95113
lauren.profeit@sanjoseca.gov



Prj ID: 9850
Project Name: Yard Piping Improvements Phase 2
Project Manager: Feng, Tie
Bid Opening Date: January 12, 2023
Today's Date: January 23, 2023

BID RESULTS SUMMARY

Engineer's Estimate	\$12,200,000.00	
Bidder's Name	Base Bid	% Variance
Mountain Cascade, Inc., Livermore, CA Apparent Low Bidder	\$15,701,000.00	28.70%
Michels Trenchless, Inc. , Brownsville, WI	\$16,855,430.00	38.16%

EXHIBIT 4



January 27, 2023

Hand Delivered and Sent Via Email to Lauren.Profeit@sanjoseca.gov

Lauren Profeit

CIP Procurement

Department of Public Works

200 E. Santa Clara St.

San Jose, CA 95113

Re: Bid Protest

Project: 9850 – Yard Piping Improvements Phase 2

Dear Ms. Profeit:

By way of brief introduction, my name is Andrew Simon and I represent Michels Trenchless, Inc., a member of the Michels Family of Companies (www.michels.us) as Associate General Counsel under a Professional Services Agreement. Michels Trenchless, Inc. (“Michels”) submitted a bid for the 9850 – Yard Piping Improvements Phase 2 Project. Michels received a Notice of Intent to Award Contract to the apparent low bidder, Mountain Cascade, Inc. (“Mountain Cascade”), dated January 23, 2023. This document is attached as Exhibit A for reference. Please consider this letter Michels’ protest of this Notice of Intent to Award Contract. Michels’ legal and factual grounds for this protest, including specific references to relevant documents and legal authorities, are outlined herein.

As the second lowest (and only other) bidder for this Project, Michels has standing to protest this Notice of Intent to Award Contract pursuant to Section 27.10.250(B) of the City’s Code of Ordinances as it has a reasonable possibility of being awarded this contract if the City sustains Michels’ protest.

As outlined in the San Jose Municipal Code Section 27.10.540, the City is statutorily required to award this project to the lowest responsible and responsive bidder. **Mountain Cascade’s proposal was not responsive** to the Bid Documents as it failed to meet the relevant experience and qualification requirements. Specifically, Mountain Cascade’s proposal failed to identify: (1) Projects demonstrating the experience requirement identified in the Bid Documents and (2) any documentation demonstrating it satisfied the mandatory qualification requirements.

Mountain Cascade’s Statement of Bidder’s Experience Does Not Meet the Requirements as Clearly Stated in the Bid Documents

Project Bid Documents Section 00 43 25 state a bidder **must** provide a Statement of Bidder’s Experience demonstrating a minimum of three (3) completed projects as references meeting four (4) listed requirements. The projects identified in the Statement of Bidder’s Experience submitted by Mountain Cascade with its Proposal do not meet these mandatory requirements. The four (4) listed requirements

WE DO THAT
...
& MORE

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AEOE/M/W/Vet/Disability



and Mountain Cascade's Statement of Bidder's Experience form are included in Exhibit A beginning on page 117.

Specifically, the following Projects in Mountain Cascade's Statement of Bidder's Experience do not meet the Bid Document requirements:

1. Almaden Valley Inspection & Rehabilitation Project, San Jose, CA. This project is not completed yet, with only "Milestone 9B" being completed in January of 2023.
2. WPCF Primary Clarifier Conversion, Hayward, CA. Requirement No. 2 (b), requires each project involve the "repair of **existing pipelines** with a minimum diameter of 36-inches" (emphasis added). This project does not meet this requirement as it did not involve the rehabilitation of an existing pipeline. Instead, the project involved rehabilitating "rectangle structures" comprising drying beds.
3. Digester Facilities Improvement Project, San Lorenzo, CA. Requirement No. 2 (b), requires each project involve the "repair of **existing pipelines** with a minimum diameter of 36-inches" (emphasis added). The project does not meet this requirement as it did not involve the rehabilitation of an existing pipeline. Instead, the project involved rehabilitating "cylindrical structures" in a digester.

Once these three projects are removed from the Statement of Bidder's Experience, Mountain Cascade only has two remaining projects – less than the three (3) required in the Bid Documents. Additionally, neither of the two (2) remaining projects were performed within an operating wastewater treatment facility as mandated by Requirement No. 4 of the Bid Documents.

Note, Requirement No. 2(a) requires each project's "original contract value amount related to repair of existing pipelines was at least \$2.5 Million". It is impossible to determine if any of the projects identified in Mountain Cascade's Statement of Bidder's Experience satisfies this requirement as Mountain Cascade did not complete the required Statement of Bidder's Experience. The form submitted by Mountain Cascade replaced the column "Initial Contract Amount related to repair of existing pipelines" with a column entitled "Initial Contract Amount". This failure to provide the information required by this form from the Bid Documents alone makes Mountain Cascade's Proposal non-responsive. Notwithstanding this fact, Michels questions if the portion of each project "related to the repair of existing pipelines" exceeds \$2.5 Million for each project – especially the WPCF Primary Clarifier Conversion Project (original value \$2,993,824). It doesn't appear this project included any pipe rehabilitation, much less a scope of work exceeding \$2.5 Million.

For the reasons outlined above, Mountain Cascade's Proposal was clearly not responsive to this crucially important requirement of the Bid Documents.



Mountain Cascade Failed to Submit the Required Qualifications

Each Bidder was required to submit detailed information outlining the Bidder's qualifications related to each of the following:

- Carbon Fiber-Reinforced Polymer Rehabilitation (Technical Specification 33 01 30.73-8);
- Cured-in Place Pipe (CIPP) Rehabilitation (Technical Specification 33 01 30.71-5); and
- Geopolymer Mortar Rehabilitation Technical Specification 40 05 37.71-4).

Specifically, Section 1.05(B) of each of these qualifications states:

Contractor **must** meet or exceed the criteria contained in this section. Documentation, including on-site superintendent resumes, **must be submitted with the proposal** to fully demonstrate the minimum requirements as outlined in this section. Failure to provide the required information **may result in determining a CONTRACTOR to be non-responsive.** (Emphasis added)

A copy of these qualification requirements is attached as Exhibit B.

Michels' proposal includes detailed information demonstrating Michels meets or exceeds each of the requirements. Mountain Cascade failed to include any evidence whatsoever with its Proposal demonstrating it satisfied these qualifications. As such, Mountain Cascade's Proposal is non-responsive to the requirements outlined in the Bid Documents.

Additionally, since Mountain Cascade failed to provide any documentation regarding its qualifications, it is impossible to for Michels to opine regarding any specific deficiencies in Mountain Cascade's qualifications. However, Michels questions if Mountain Cascade meets the requirements – especially with regards to the Geopolymer Mortar Rehabilitation. We reserve the right to raise additional specific concerns if Mountain Cascade submitted any qualifications that were not included in the Notice of Intent to Award Contract or subsequently provides additional qualifications.

CONCLUSION: Mountain Cascade's Bid Should be Rejected as Non-Responsive and the Contract Should be Awarded to the Only Responsive & Responsible Bidder, Michels Trenchless, Inc.

Michels dedicated significant time and resources carefully reviewing the Bid Documents in order to submit a Proposal meeting all of the stated requirements, a bid which is both responsive and provided by an eminently responsible contractor.

As demonstrated above, Mountain Cascade's Proposal was without question non-responsive to the Bid Documents in numerous ways. It is a basic tenant of public procurement in California that the City of San Jose must award this contract to Michels as the lowest responsible and responsive bidder. For this reason, Michels protests the Notice of Intent to Award the Contract to Mountain Cascade. We request the City award this Project to Michels as the lowest responsible and responsive bidder consistent with its statutory obligations.

WE DO THAT
...
& MORE

PO Box 128, 817 Main Street, Brownsville, WI 53006-0128
920.583.3132 | www.michels.us

AA/EOE/M/W/Vet/Disability



I truly appreciate your consideration. Do not hesitate to reach out to me if I can provide any additional information.

Sincerely,

[Redacted Signature]
Andrew Simon
Associate General Counsel
Michels Corporation
[Redacted Address]

cc: Hand Delivered and Sent Via Email to Matt.Cano@sanjoseca.gov
City of San Jose - Public Works
Attn: Matt Cano, Public Works Director
200 E. Santa Clara St., Tower 5th Floor
San Jose, CA 95113

Hand Delivered and Sent Via Email to Kerrie.Romanow@sanjoseca.gov
City of San Jose
Attn: Kerrie Romanow, Environmental Services Director
200 E. Santa Clara St., 10th Floor Tower
San Jose, CA 95113-1905

Matt Smith – President, Michels Trenchless, Inc.
Lee Zubrod – Vice President, Michels Trenchless, Inc.

File

WE DO THAT
...
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AA/EOE/M/W/Vet/Disability

NOTICE OF INTENT TO AWARD CONTRACT

9850 - Yard Piping Improvements Phase 2

January 23, 2023

Dear Bidders,

On January 12, 2023, the City of San José opened bids for the above referenced project. Bid results for this project will be made available on Biddingo at www.Biddingo.com/sanjose.

This letter serves as notification that the Director of Public Works intends to recommend that the City Council award the contract to the apparent low bidder, Mountain Cascade, Inc. on or about April 11, 2023.

A bidder who wishes to protest this Notice of Intent may file a written protest with the procurement contact listed below within five (5) business days following the date this notice is issued. Protests must be received before 5:00pm on the fifth business day, and must include the following information:

- a. The protestor's identity and standing to submit a protest;
- b. The name of the City Project as listed on the Notice to Contractors;
- c. A complete statement of the legal and factual grounds for the protest, including specific references to relevant documents and legal authorities;
- d. Copies of any documents that support the protest; and
- e. A request for a responsibility hearing in accordance with San Jose Municipal Code Section 27.10.470 of this Chapter if the bidder is protesting a proposed determination that it is not a responsible bidder.

The City of San José appreciates your interest and effort in preparing and submitting a bid for this project. If you have any questions about the bid process or the City's decision to award, please contact the procurement contact listed below.

Lauren Profeit
CIP Procurement
Department of Public Works
200 E. Santa Clara St.
San Jose, CA 95113
lauren.profeit@sanjoseca.gov

Prj ID: 9850

Project Name: Yard Piping Improvements Phase 2

Project Manager: Feng, Tie

Bid Opening Date: January 12, 2023

Today's Date: January 23, 2023

BID RESULTS SUMMARY

Engineer's Estimate	\$12,200,000.00	
Bidder's Name	Base Bid	%Variance
Mountain Cascade, Inc., Livermore, CA Apparent Low Bidder	\$15,701,000.00	28.70%
Michels Trenchless, Inc. , Brownsville, WI	\$16,855,430.00	38.16%

SECTION 00 42 11
PROPOSAL TO CITY OF SAN JOSE
FOR

9850 – YARD PIPING IMPROVEMENTS PHASE 2 PROJECT

Name of Bidder: Michels Trenchless, Inc.

Contact Information of Bidder: <u>Lee A. Zubrod</u>	<u>920-269-8758</u>	<u>lzubrod@michels.us</u>
Submitter Name	Phone Number	Email

The representations herein are made under penalty of perjury.

To: The City of San José, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans and Specifications approved by the Director of Environmental Services on **November 4, 2022**, entitled **9850 – Yard Piping Improvements Phase 2** and approved for advertising and opening by the Director of Public Works on **November 9, 2022**, on file in the office of the Director of Environmental Services of the City of San José in City Hall, located at the San José-Santa Clara Regional Wastewater Facility, 700 Los Esteros Road, San Jose CA 95134; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San José, in the form of the copy of the contract on file in the office of the Director of Environmental Services to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Environmental Services as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for

such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San José, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San José.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A "List of Subcontractors".
3. A "Statement of Bidder's Experience".

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares under penalty of perjury as follows.

1. **In listing subcontractors in this bid, the bidder did not discriminate or give any preference to any person or firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. The bidder understands that any such discrimination or preference violates Chapter 4.08 of the Municipal Code.**
2. **Before submitting its bid, (a) the bidder affirmatively checked to confirm it had all the procurement documents – including addenda, notices, requests for information and the City's response to any requests for information, (b) the bidder reviewed such procurement documents and is knowledgeable about their contents and (c) the bid is based on and incorporates all such procurement documents.**

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond, no other signatures will be required.

NONCOLLUSION AFFIDAVIT

Project Title: 9850 – YARD PIPING IMPROVEMENTS PHASE 2

Lee A. Zubrod

(print name)

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

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on

11/9/23

Michels Trenchless, Inc.

Legal Company Name

Corporation

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners), Corporation, Joint
Venture, etc.

City Business Lic. No.: To be obtained if apparent low

Expiration Date: To be obtained if apparent low

State Contractor Lic. No.: 1095069

Expiration Date: 8/31/2024

Classification: Class A - General Engineering | C34 - Pipeline

DIR Registration Number: 100964121

Expiration Date: 6/30/2023

Federal I. D. No.: 85-2783927

Address: 817 Main Street, PO Box 128

Brownsville, WI 53006

Telephone: [REDACTED]

Email: [REDACTED]

Title: Lee A. Zubrod - Vice President, Rehabilitation Operations

BID SCHEDULE OF QUANTITIES

for
9850 – YARD PIPING IMPROVEMENTS PHASE 2

Item	Spec. Section	Description	Unit	Quantity	Unit Price	Extension
Base Bid Items						
1	All	Completion of all Work included as part of the Contract Documents, except as specified under Items 2 through 18, for 9850-Yard Piping Improvements-Phase 2 Project.	LS	1	\$1,497,000.00	\$1,497,000.00
2	31 23 11	Cost for providing all shoring and bracing on all Bid Items below including but not limited to that as required by Sections 6700-6708 of the Labor Code.	LS	1	\$25,000.00	\$25,000.00
3	01 29 00 Part 1.09 and 1.10	Mobilization/Demobilization.	LS	1	\$1,037,000.00	\$1,037,000.00
4	01 11 00 Part 1.04B.1	Rehabilitation of the 120" Raw Sewage.	LS	1	\$1,547,000.00	\$1,547,000.00
5	01 11 00 Part 1.04B.2	Rehabilitation of the 84" Primary Effluent Pipe.	LS	1	\$1,961,000.00	\$1,961,000.00
6	01 11 00 Part 1.04B.3	Rehabilitation of the 84" Secondary Effluent Pipe.	LS	1	\$565,430.00	\$565,430.00
7	01 11 00 Part 1.04B.4 and not included in Bid Item 8 and 9	Rehabilitation of the 48" Santa Clara Force Main.	LS	1	\$1,907,000.00	\$1,907,000.00
8	01 11 00 Part 1.04B.4.b	All work associated with the SCFM Temporary Bypass Piping System and the Lamplighter Force Main Temporary Bypass Piping System.	LS	1	\$1,228,000.00	\$1,228,000.00
9	01 11 00 Part 1.04B.4.d and Part 1.04B.4.e	All work associated with the furnishing and installation of the bulkhead gate for the 66" RS at the Milpitas Structure and the bulkhead gate and guide system for the 84" RS at the Santa Clara Influent Structure 1.	LS	1	\$297,000.00	\$297,000.00
10	01 11 00 Part 1.04B.5	Rehabilitation of the 102" Nitrification Influent Pipe and the Nitrification Influent Junction Structure.	LS	1	\$1,684,000.00	\$1,684,000.00

Item	Spec. Section	Description	Unit	Quantity	Unit Price	Extension
11	01 11 00 Part 1.04B.6	Rehabilitation of the 102/96/78/66" Raw Sewage Pipe.	LS	1	\$ 3,602,000. ⁰⁰	\$ 3,602,000. ⁰⁰
12	01 11 00 Part 1.04B.7	Modifications/Improvements to the Effluent Junction Structure 1.	LS	1	\$ 286,000. ⁰⁰	\$ 286,000. ⁰⁰
13	01 11 00 Part 1.04B.7.h	Reinforcement of Existing Wood Closure on Effluent Junction Structure 1	LS	1	\$ 146,000. ⁰⁰	\$ 146,000. ⁰⁰
14	01 11 00 Part 1.04B.8	Modifications/Improvements to the Fish Screening Structure.	LS	1	\$ 244,000. ⁰⁰	\$ 244,000. ⁰⁰
15	01 11 00 Part 1.04B.9	Modifications/Improvements to the No.3 Water Wet Well.	LS	1	\$ 324,000. ⁰⁰	\$ 324,000. ⁰⁰
16	01 11 00 Part 1.04B.10	Allowance 1 - Maintenance/repair of the existing Settled Sewage (SES) Reroute System.	Force Account	1	\$300,000	\$300,000
17	01 11 00 Part 1.04B.11	Allowance 2 - Formal partnering.	Force Account	1	\$15,000	\$15,000
18	01 11 00 Part 1.04B.12	Allowance 3 - Contractor Assistance for 24" and 30" WTR3 Water Pipe Condition Assessment	Force Account	1	\$200,000	\$200,000
TOTAL BASE BID AMOUNT:					\$ 16,855,430. ⁰⁰	

END OF SECTION

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**SECTION 00 42 12
BIDDER'S BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Michels Trenchless, Inc. as PRINCIPAL, and Western Surety Company, a corporation duly organized under the laws of the State of SD and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San José (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AGGREGATE AMOUNT OF THE BID (including all bid alternates) of the Principal above named, submitted by said Principal to the City of San José, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, 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 (10%) OF THE TOTAL AGGREGATE AMOUNT OF THE BID, including all bid alternates.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San José, for certain construction specifically described as follows, for which bids are to be opened in the Office of the Director of Public Works, City of San José, City Hall, 200 E. Santa Clara St., 5th Floor, San Jose, CA 95113-1905, for

9850 – YARD PIPING IMPROVEMENTS PHASE 2

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement 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.

IN WITNESS WHEREOF, we have hereunto set our hands on this 12th day of
January, 2023.

PRINCIPAL

Michels Trenchless, Inc.
Legal Company Name



SURETY

Western Surety Company
Legal Company Name
(Affix Corporate Seal)



Title

VICE PRESIDENT

Title Heather R. Goedtel

(Attach Notarization Acknowledgement)

Business Address _____
817 Main Street
Brownsville, WI 53006

Business Address _____
8400 Normandale Lake Blvd., Suite 1700
Bloomington, MN 55437

END OF SECTION

NOTARY ACKNOWLEDGEMENT (SURETY)

Use this form or substantive equivalent

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~~ Minnesota
County of Hennepin)

On January 12, 2023, before me, Nicole Catherine Langer, Notary Public, personally appeared Heather R. Goedtel, Attorney-in-Fact, 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 the PENALTY OF PERJURY under the laws of the State of ~~California~~ Minnesota that the foregoing paragraph is true and correct.

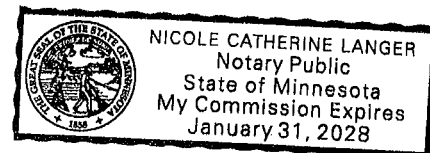
WITNESS my hand and official seal.

Signature



Notary Public

(Seal)



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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Nicole Langer, Laurie Pflug, Brian D. Carpenter, Jessica Hoff, Craig Olmstead, Trisha Kasper, Blake S. Bohlig, Heather R. Goedtel, Kelly Nicole Enghauser, Megan Nicole Scott, Michelle Halter, Individually

of Bloomington, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of February, 2022.



WESTERN SURETY COMPANY

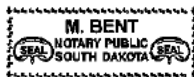
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of February, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of January, 2023



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligatee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION 00 43 25
STATEMENT OF BIDDER'S EXPERIENCE

The bidder must provide a minimum of three (3) completed projects as references. The three (3) references must demonstrate the bidder's experience and ability to complete the construction work as required under the terms of the Contract. The three (3) completed projects used as references must meet the following requirements

- Requirement No. 1: The bidder must have been the general contractor on each of the projects.
- Requirement No. 2: The projects must have involved construction substantially similar to the construction for this Project. "Substantially similar" means the following:
- a) The original contract amount related to repair of existing pipelines was at least \$2.5 Million; and
 - b) The projects must have involved repair of existing pipelines with a minimum diameter of 36-inches utilizing any of the following methods: cured-in-place pipe rehabilitation, geopolymer mortar rehabilitation, carbon fiber-reinforced rehabilitation, concrete pipe crown repair, or epoxy coating of inside diameter of pipeline.
- Requirement No. 3: The substantial completion date for each project must have been after January 2010.
- Requirement No. 4: The bidder must have completed construction of at least two (2) of the projects at an operating wastewater treatment facility.

<u>Project Name/Location</u>	<u>Owner Name and Contact Information</u>	<u>Scope of Work</u>	<u>General Contractor (Y/N)?</u>	<u>Diameter of existing pipelines (Inches)</u>	<u>Methods used for repair of existing pipelines?</u>	<u>Completed within an operating wastewater treatment facility (Y/N)?</u>	<u>Initial Contract Amount related to repair of existing pipelines</u>	<u>Substantial Completion Date</u>
Yard Piping Improvements Phase 1 San Jose, CA	City of San Jose Tie Feng 408-635-4025 tie.feng@sanjoseca.gov	Pipeline repair, Gate repair, structure repair, Mechanical Installation	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	78" & 96"	CIPP PDCCR EPOXY	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	\$ 3,096,903.00	01/19/2022
96-inch Settled Sewage Pipe Rehabilitation	City of San Jose Tie Feng 408-635-4025 tie.feng@sanjoseca.gov	Pipeline repair, Gate repair, structure repair, Mechanical Installation	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	96" & 87"x136"	CIPP PDCCR EPOXY	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	\$ 4,796,571.00	10/15/2020
North Area Interceptor Phase 9	Metropolitan Council Richard Hjelle 651-602-8055 richard.hjelle@metc.state.mn.us	Pipeline repair, bypass pumping	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	72" & 96"	CIPP	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	\$ 9,889,235.00	06/18/2018

Interceptor Sanitary Sewer No. 500 Phase One	Lucas County, OH Nate Inkrott 419-213-2926 ninkrott@ co.lucas.oh.us	Pipeline repair, bypass pumping	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	90"	Geopolymer mortar	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	\$ 2,535,137.00	10/15/2018
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END OF SECTION

SECTION 00 43 36
LIST OF SUBCONTRACTORS**Instructions:**

1. Complete this form by providing the following information clearly and accurately: the name of the Subcontractor, its California state contractor's license number, Department of Industrial Relations (DIR) Registration number, location of business, and a brief description of the work it will perform.
2. The designation of Subcontractors is required as described in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.
3. Bidder's have 24 hours from the time of the Bid Opening to provide any corrections to the state subcontractor license numbers and/or the DIR Registration Number that were submitted with the original proposal.

NAME OF SUBCONTRACTOR	STATE SUBCONTRACTOR LICENSE NUMBER	DIR REGISTRATION NUMBER	LOCATION OR PLACE OF BUSINESS	PORTION (DESCRIPTION) OF WORK
JMB Construction, Inc.	715324	1000002551	San Francisco, CA	Civil/Mechanical work, PDCCR
Structural Preservation Systems	814569	1000054190	Anaheim, CA	CRFP Installation
Multiple Pump Services	855677	1000365932	Sacramento, CA	Bypass Installation
Rangeline Tapping Services	1086915	PW-LR-1000863274	Murietta, CA	Line Stop

CONSENT RESOLUTION OF
THE DIRECTORS OF
MICHELS TRENCHLESS, INC.

December 19, 2022

The undersigned, being the Directors of MICHELS TRENCHLESS, INC., a Delaware corporation (the "Corporation"), pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, does hereby consent to the following actions:

ELECTION OF OFFICERS

RESOLVED: that the following are elected as the officers of the Corporation until their respective successors have been elected and qualified, or until his or her death, resignation, or removal:

President	Matt Smith
Senior Vice President	Jeffrey S. Mueller
Vice President, Rehabilitation Operations	Lee Zubrod
Vice President, HDD Operations	Kurt Myhre
Vice President, Trenchless Preconstruction Services	Craig Vandaele
Senior Manager, Trenchless Business Administration	Steven Kenny
Senior Manager, Rehabilitation Operations	Scott Odell
Senior Manager, Rehabilitation Operations	David Ebner
Treasurer	Andrew Simon
Secretary	Andrew Simon
Assistant Secretary	Genette Zubrod
Assistant Secretary	Paul Mallory
Assistant Secretary	Sam Zandofsky
Assistant Secretary	Paul Petrykowski
Assistant Secretary	Jill La Ronge
Assistant Secretary	Eric DeGroot
Assistant Secretary	Amy Diels
Assistant Secretary	Alissa DeWar

Executed in Lomira, Wisconsin as of the date above written.

Directors:

DocuSigned by:

EE002FED670E444...

Pat Herzog

DocuSigned by:

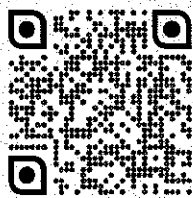
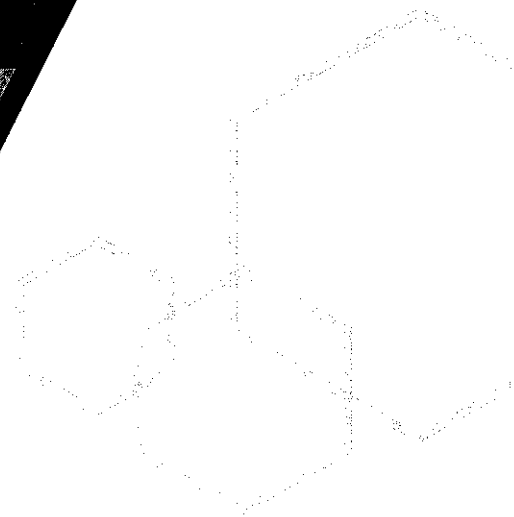
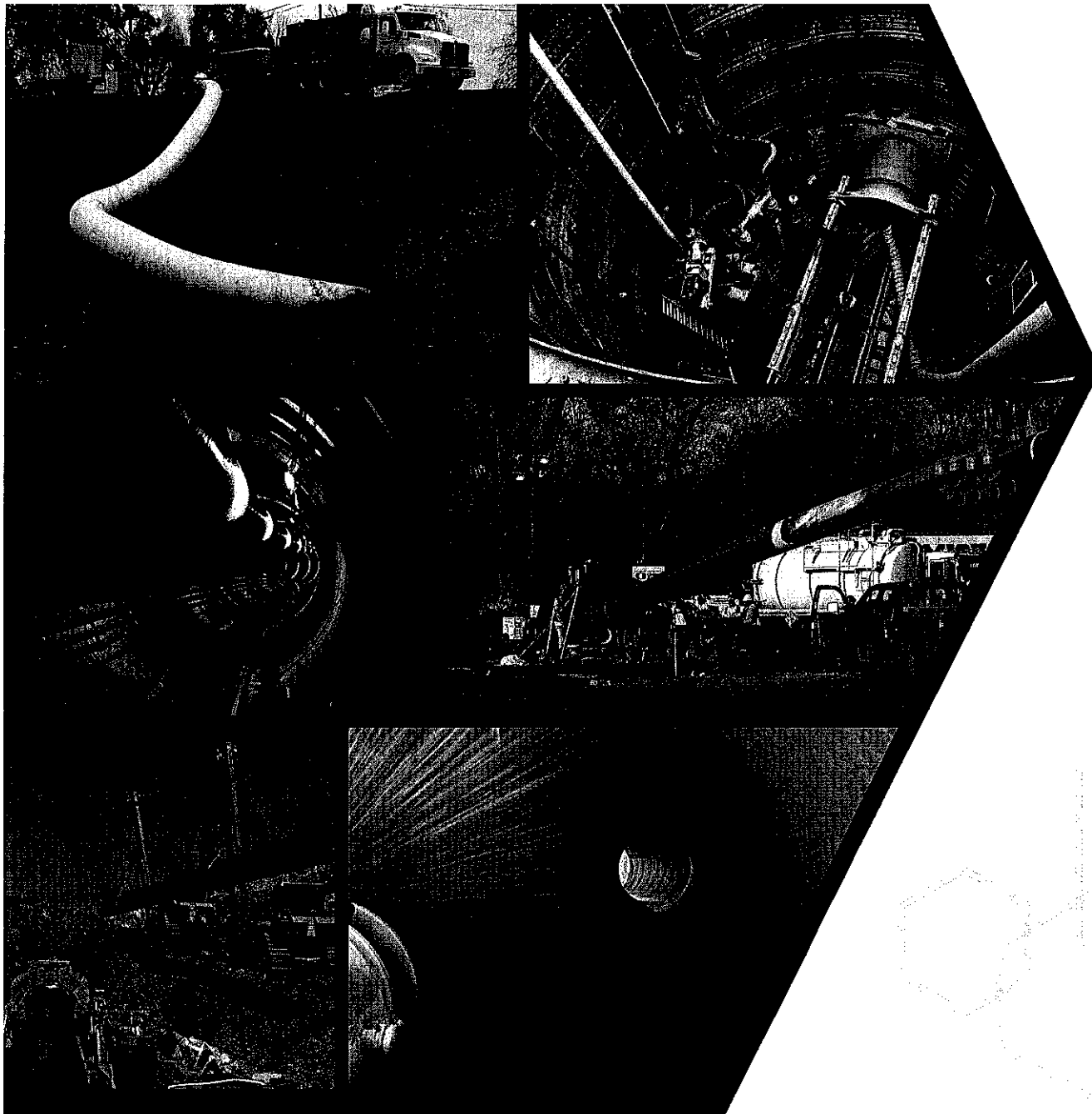
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Jack Westerman

DocuSigned by:

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Alissa DeWar



SCAN ME

MICHEL'S®
TRENCHLESS, INC.

www.Michels.us

TRENCHLESS CONSTRUCTION

Building & maintaining the world under your feet

Being the premier trenchless company in North America and internationally requires a balance of experience and enthusiasm — and an insatiable desire to set the standard for complete infrastructure installation and rehabilitation with minimal surface disruptions.

We have been performing trenchless construction for decades and it shows. Our leaders, managers and field personnel have amassed an extensive resume of successful projects. Regardless of whether we are working close to home or thousands of miles away, our trained crews deliver consistent quality, safety and performance.

Rehabilitation

CURED-IN-PLACE PIPE

Cured-in-place pipe lining (CIPP) is an established, yet evolving technique for installing a fully structural pipe within an existing pipe to add an additional 50 years to its design life. Resin-impregnated liners are inserted into a pipe and cured by water, steam or ultraviolet (UV) light.

- Sanitary & storm sewers
- Potable water pipes (NSF 61-approved)
- Force mains
- Laterals and culverts
- Pressure pipes
- Short liners

SPRAY-IN-PLACE PIPE

Spray-in-place pipe lining (SIPP) is a versatile method for extending the life of deteriorating pipes and structures of many shapes and sizes. Depending on the situation, cement mortar, epoxies, geopolymers and polyureas are applied by mechanical spinning or hand spraying. Suitable for brick, concrete, and corrugated and smooth metal surfaces.

- Utility manholes
- Raw water pipes
- Sewer mains
- Culverts
- Potable water pipes (NSF 61-approved)
- Irregular shapes and bends

SLIPLINING

Sliplining is a long-standing, fully structural way to rehabilitate pipes by creating a pipe within a pipe. A new sewer pipe is pushed or pulled into an existing, deteriorating pipe. Then, the annular space is chemically filled and the ends are sealed.

- Sanitary sewers
- Laterals
- Storm sewers
- Culverts

PIPE BURSTING

With pipe bursting, an expander is hydraulically guided through an existing pipe, breaking it and allowing for a new, larger pipe to get pulled into its place. One of the most unique elements of pipe bursting is its ability for inline expansion without removal or excavation.

- Cast iron pipe
- Steel pipe
- HDPE pipe

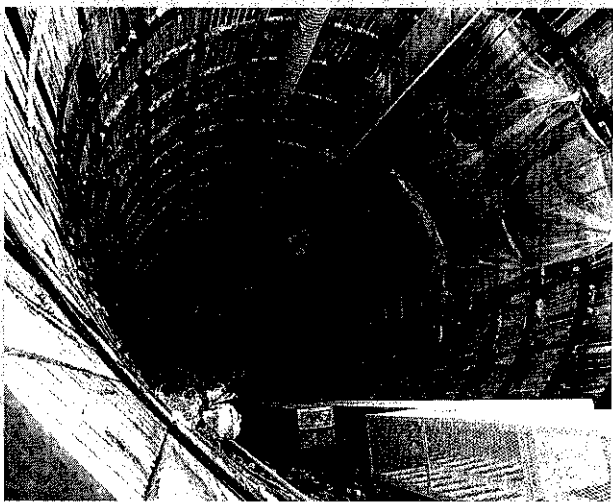
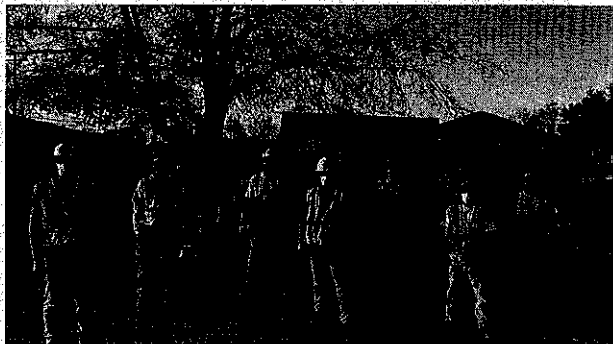
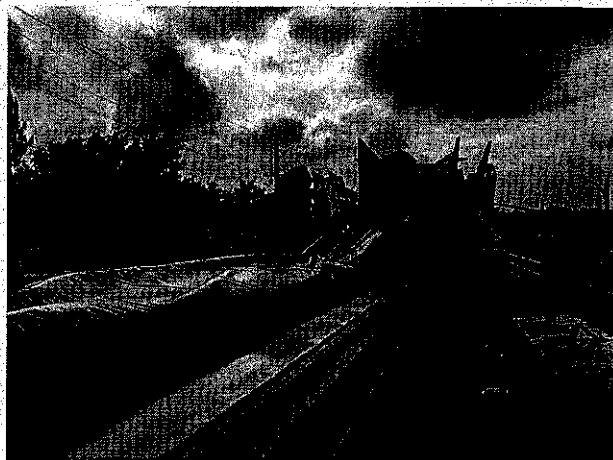
CHEMICAL GROUTING

Installing chemical grout in voids and soil outside of pipes and structures stabilizes pipes and eliminates infiltration. When used in conjunction with other pipe rehabilitation methods, it reduces inflow and infiltration rather than relocating it.

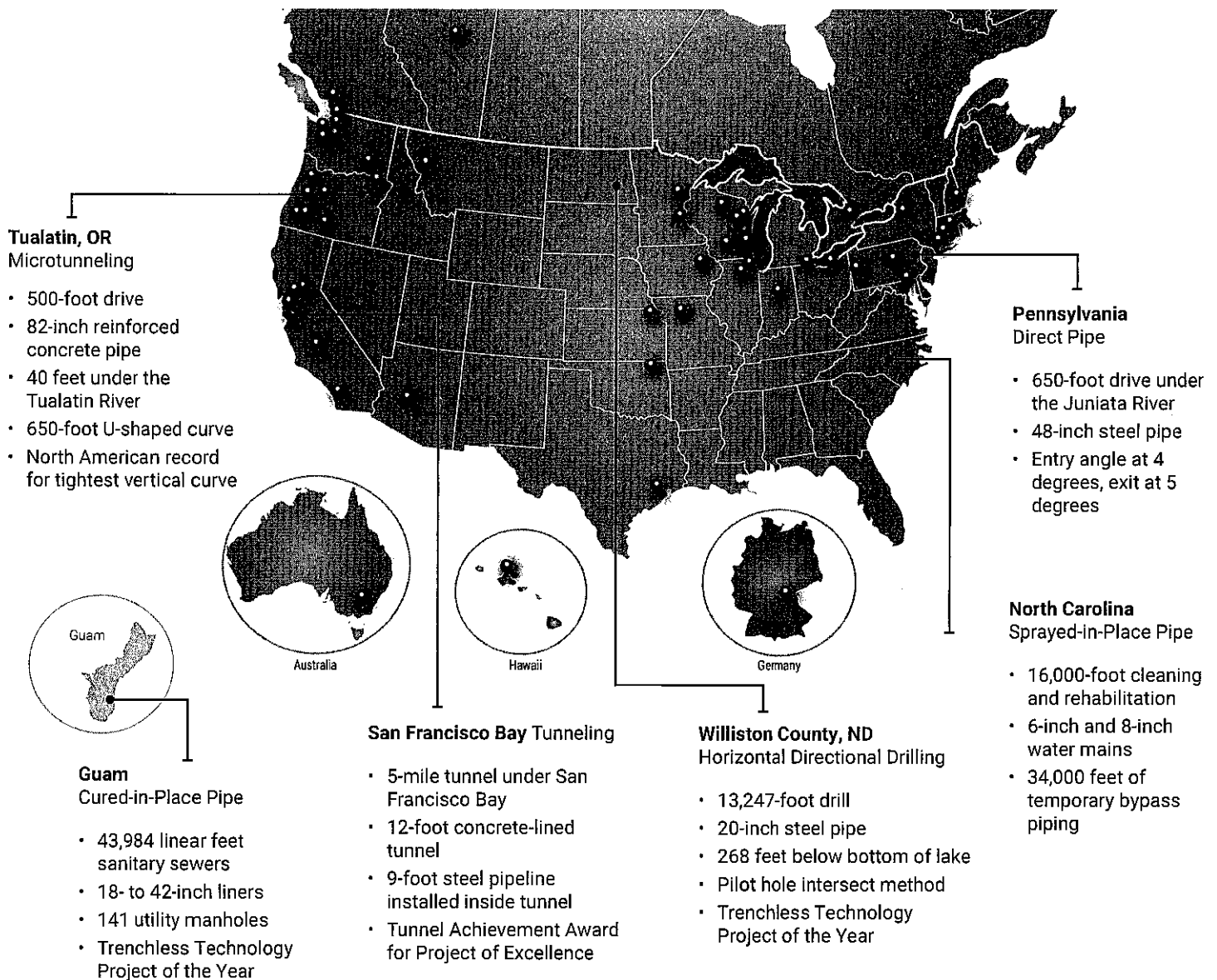
- Sewer mains
- Utility manholes
- Laterals

CLOSED-CIRCUIT TELEVISION & SEWER CLEANING

Routine sewer cleaning and closed-circuit TV (CCTV) inspections are part of everyday sewer maintenance. Wastewater recycling sewer cleaning trucks pressure wash pipes to prepare for inspection and rehab processes.



Local. Everywhere.



An overview of the collective strength of the **MICHEL'S**® Family of Companies



8,000 people
strong



17,000 pieces
of equipment

1959

founded in



50+ offices
globally



ENR's Top 400
Contractor's List

MICHEL'S®
TRENCHLESS, INC.

www.Michels.us



City of San Jose

January 12th, 2023

RE: Installed CIPP System Failure

Michels Trenchless, Inc. confirms that we have not had any projects where the CIPP system intended for this project, hot-water cure Techliner, failed, did not perform as intended, or was abandoned prior to the completion of the originally contracted scope of work.

Sincerely,


 Lee A. Zubrod
Vice President
Michels Trenchless, Inc.



Yard Piping Improvements Project Phase 2 – San Jose, CA

RE: Ancillary equipment documentation - CIPP

Michels confirms that we will provide and maintain all ancillary equipment required for the installation of CIPP liners on this project. Anticipated equipment to be provided is listed below.

International 4300 CCTV Truck

Kenworth/Rush Overland Hot Water Unit

International/Camel 7600 Jetter Vac/Combo

International 7500 Refrigerator Truck

Interstate 20' Enclosed Trailer

Ford F-250 Crew Cab

Ford F-150 Crew Cab

Ford F-450 Crew Cab Stake Bed

Godwin CD150 Pump



PREMIER-PIPE USA

"Common Sense Solutions"

January 12th, 2023

To Whom It May Concern:

This letter certifies that Michels Trenchless, Inc. is a certified licensed and trained installer of the Premier-Pipe process (a CIPP process) as certified by Premier-Pipe USA. Michels Trenchless, Inc. has been a trained and certified installer since 2002 with documented footage installed in the United States in excess of 7,500,000 linear feet. J.W.M. Environmental, Inc. is the Licensor of Premier-Pipe USA and Premier-Pipe Canada. The Premier-Pipe group of licensees has successfully installed over 25,000,000 linear feet.

J.W.M. Environmental, Inc. certifies that all CIPP liners installed by Michels Trenchless, Inc. meets or exceeds the recognized organizational standards of ASTM F1216 latest edition.

If you have any questions, please contact me at 612-385-4101.

Sincerely,

J.W.M. Environmental, Inc. / Premier-Pipe USA



James Mortell, Jr.
President

Michels Trenchless, Inc.																				
Partial Reference List																				
Year	Location	Proc.	Value	Client	Contact	Phone	36-inch	39-inch	42-inch	48-inch	54-inch	60-inch	66-inch	72-inch	78-inch	90-inch	96-inch	28" x 42"	36" x 48"	Total
Pipe Rehab Projects - 2017																				
2016	St Paul, MN	CIPP	\$ 1,094,524	Geislinger	Jeff Geislinger	320-764-2006	650													6,514
2017	Milwaukee, WI	CIPP	\$ 1,232,951	City	Celeste Jantz	414-286-3309	1,111			3158										4,212
2017	St Paul, MN	CIPP	\$ 9,889,235	Met Council	Jody Jacoby	651-602-1000			1010									3866		4,010
2017	Milwaukee, WI	CIPP	\$ 98,437	Globe Contractors	Bob Olson	262-246-0800			513					144						513
2017	Naperville, IL	CIPP-UV	\$ 688,661	City	Tina Walters	630-548-1406	1,836			188										2,024
2017	Hickory Hills, IL	CIPP	\$ 143,867	City	Mike Spolar	708-331-6700	1,330													1,330
2017	Green Bay, WI	CIPP	\$ 57,908	Relyo, Inc	Beth Tyckowski	920-983-9040	373													373
2017	Madison, WI	CIPP	\$ 182,893	City	John Fairney	608-267-1197	533													1,216
2017	Union Beach, NJ	CIPP	\$ 212,256	Metra Industries	Joe Drosaki	973-812-0333				800										800
2017	Clarkston, OR	CIPP	\$ 404,494	Oregon DOT	Juanne Robinson	503-986-2665	48			108										1,036
2017	Medford, OR	CIPP	\$ 294,080	Central Pipeline	Jennifer Anthon	541-826-2659							112							1,214
2017	Seattle, WA	CIPP	\$ 1,104,398	MidMountain	Mark O'Leary	425-202-3606	589			388										2,187
2017	Clarkston, OR	CIPP	\$ 149,529	GP Waukena	Rod Leback	503-455-3634	250													250
2017	Kingsbury, NV	CIPP	\$ 1,982,950	Q&D	Joel Lindblom	775-786-2677	1,284			441										14,373
2017	Homewood, CA	CIPP	\$ 232,365	Road & Highway	Justin Costa	775-852-7283				142				52						486
2017	San Anselmo, CA	CIPP-UV	\$ 1,839,300	Ross Valley San Dist	Katharine Hayden	415-259-2949	1,119													3,053
2017	San Anselmo, CA	CIPP	\$ 1,221,476	Ranger Pipeline	Hai Ho	415-822-3700	705													3,867
2017	Honolulu, HI	CIPP	\$ 1,451,128	City and County of Honolulu	Lori Nishida	808-769-7208	346													1,685
2017	Pearl City, HI	CIPP	\$ 334,727	Colligo	Jordan Blasdale	808-864-6225	40													40
2017	Liverne, MN	CIPP	\$ 746,463	Michels Highway	Ben Holz	920-924-4350					185									3,133
Pipe Rehab Projects - 2018																				
2017	Duluth, MN	CIPP	\$ 1,545,849	WLSSD	Betsy Wollen	218-740-4794				4767										4,767
2017	Oswego, IL	CIPP	\$ 1,947,267	Fox Metro WRD	Ryan Cramer	630-897-4951	4,113													14,587
2018	Joliet, IL	CIPP	\$ 7,822,786	City	Owen Dean	630-682-4700	120													70,020
2018	St Paul, MN	CIPP	\$ 3,242,783	Geislinger	Gary Luebben	320-764-2006	289								985					7,401
2018	Racine, WI	CIPP	\$ 1,416,139	City	Thomas Egg	262-636-9121	289													9,218
2017	Bellevue, WA	CIPP	\$ 1,014,225	Road Construction NW	Matt Wagner	425-777-7320	958			1222										4,016
2018	Kirkland, WA	CIPP	\$ 840,211	City	Aparna Khanna	425-587-9844	1,156													2,987
2018	Beaverton, OR	CIPP	\$ 282,229	Whitish	Stacy Roth	541-883-7703				440										2,861
2018	Dunsmuir, CA	CIPP	\$ 869,214	JF Shea	Kirk Johnson	530-246-4292	1,140													4,960
2018	Shaver Lake, CA	CIPP	\$ 639,846	Cal Valley Const	Kim Wilson	559-274-0300	423													1,979
2018	Sanita Ynez, CA	CIPP	\$ 203,860	Conley Engineering	Geoff Conley	831-429-8111	112													682
2018	Ukiah, CA	CIPP	\$ 134,163	Wyatt Resource Mgmt	Charles Elliot	707-354-0944	140													270
2018	Tumon Guam	CIPP-UV	\$ 12,577,022	Core Tech-HD	Theron Holloway	808-690-4184	14,268			5611										44,356
Pipe Rehab Projects - 2019																				
2019	Hickory Hills, IL	CIPP	\$ 143,091	City	Susan Leht	708-598-7855	664													664
2019	Various, MN	CIPP	\$ 643,015	MINDOT	Craig Johnson	507-286-7536	234								187					1,515
2019	Janesville, WI	CIPP	\$ 1,330,059	City	Steve Jensen	608-755-3166	721													31,142
2019	Madison, WI	CIPP	\$ 767,146	City	Kristen Lundeen	262-236-2937	4,083													4,083
2019	Watertown, CT	CIPP	\$ 122,000	City	Jason Warner	860-945-6260	137													221
2019	White City, OR	CIPP	\$ 119,115	Central Pipeline	Jennifer Anthon	541-826-2659	120													120
2019	Portland, OR	CIPP	\$ 130,531	Lowell Services	Josh Sanderson	503-577-0894				60										60
2019	Chico, CA	CIPP	\$ 631,652	CA Dept of Water Res	Kevin Brown	916-514-0365	78													1,132
2019	Biggs, CA	CIPP	\$ 928,674	CA Dept of Water Res	Kevin Brown	916-514-0365	404													1,587
2019	Dixon, CA	CIPP	\$ 97,515	Quinn Contracting	Miguel Quiroz	707-683-0289	40													120
2019	San Jose, CA	CIPP	\$ 4,796,571	City	Helena Choi	408-635-4010												531		531
Pipe Rehab Projects - 2020																				
2020	Milwaukee, WI	CIPP	\$ 942,592	City	Reggie Marlinka	414-286-3314	947													2,539

TRAINING &

CERTIFICATIONS

Premier Pipe Certified Installer
Confined Space Entry Certified
OSHA 30-Hour
CPR/First Aid

INDUSTRY INVOLVEMENT

Member of the American Institute of
Construction – Associate

EDUCATION

2012 University of
Wisconsin–Stout | Menomonie,
WI
BS, Construction

William S. Grams

Senior Project Manager

15 years of experience • Office-Brownsville, WI

2022 – Present: **Senior Project Manager | Michels Trenchless, Inc. | Brownsville, WI**

Responsible for estimating, planning and managing construction of trenchless projects. Assist with scheduling crews, materials, equipment, and subcontractors. Accountable for tracking job statistics while reviewing and assessing job contracts. Day-to-day duties include: production scheduling, cost forecasting, project controls, invoicing, safety and environmental compliance, engineering liaison, and quality assurance and control.

2013 – 2022: **Construction Manager | Michels Pipe Services | Brownsville, WI**
Responsibilities include client/contractor coordination, submittals, coordinating equipment, material orders, scheduling and supervising labor, and ensuring that the projects are completed to the satisfaction of the client within budget and on time.

2012: **Estimator | Northland Buildings | Eau Claire, WI**
Responsible for construction takeoffs, material ordering, and designing agricultural and commercial buildings using AutoCAD.

2012: **Engineering Technician I | American Engineering Testing | Chippewa Falls, WI**

Performed a variety of construction and engineering inspections and testing including concrete inspection, aggregate testing, nuclear density testing, and geotechnical soil borings.

2011: **Project Management Intern | Minneapolis, MN**
Primary duties included assisting estimators, construction takeoffs, scheduling labor, updating project financials, ordering materials, and writing change orders.

2009 – 2012: **Truss Designer | Midwest Manufacturing | Eau Claire, WI**
Designed residential, commercial, and agricultural roof and floor truss systems. Worked with associates and customers to solve design issues, and scheduled material delivery.

PROJECT PROFILES

Metropolitan Council / S.M. Hentges - 2017 | Blue Lake Interceptor Rehabilitation | Shakopee, MN

Project Manager/Superintendent for the CIPP rehabilitation of approx. 3,457 LF of 72" sanitary sewer. Project required (6) 30" >= individual installations utilizing hot water cure.

Metropolitan Council / Geislinger Construction - 2017 | Bloomington Interceptor Rehabilitation | Bloomington, MN

Project Manager/Superintendent for the CIPP rehabilitation of approx. 6,514 LF of 15"-48" sanitary sewer (3,808' x 30+). Project required (10) 30" >= individual installations utilizing hot water cure.

Minnesota Department of Transportation - 2017 | SP: 8827-271 - Culvert Repairs | Luverne, MN

Project Manager/Superintendent for the CIPP rehabilitation of approx. 3,133 LF of 15"-54" storm sewer (185' x 30" >=). Project required (1) 30" >= individual installations utilizing air/steam cure.

City of Milwaukee - 2017 | 18-1-2016 COMBINED SEWER MAINS REPAIR & LINING AND MANHOLE REPAIR & LINING | Milwaukee, WI

Superintendent for the CIPP rehabilitation of 3,981 LF of 60" sanitary sewer. Project required (5) 30" >= individual installations utilizing hot water cure.

City of Duluth / Western Lake Superior Sanitary District - 2016 | Cured-In-Place (CIPP) Rehabilitation of Sanitary Sewers In Superior Street 4th West to 4th East | Duluth, MN

Project Manager/Superintendent for the CIPP rehabilitation of approx. 4,927 LF of 24"-36" sanitary sewer (1,244' x 30"=). Project required (7) 30"= individual installations utilizing hot water cure.

Manitowoc County Highway Department - 2016 | 60" CIPP Culvert Rehabilitation | Manitowoc, WI

Project Manager/Superintendent for the CIPP rehabilitation of approx. 180 LF of 60" storm sewer. Project required (1) 30"= individual installations utilizing air/steam cure.

Metropolitan Council / Minger - 2016 | 1-RV-430 Repair | Roseville, MN

Project Manager/Superintendent for the CIPP rehabilitation of approx. 540 LF of 36" sanitary sewer. Project required (1) 30"= individual installations utilizing hot water cure.

City of St. Paul - 2016 | Chatsworth/Jackson Sewer Lining | St. Paul, MN

Project Manager/Superintendent for the CIPP rehabilitation of 6,801 LF of 8"-48" sanitary sewer (410' x 30"=). Project required (1) 30"= individual installation utilizing hot water cure.

Metropolitan Council - 2015 | Trenchless Phase 3 Interceptor | St. Paul, MN

Project Manager/Superintendent for the CIPP rehabilitation of 18,990 LF of 18"-30" sanitary sewer (3,070' x 30"=). Project required (4) 30"= individual installations utilizing hot water cure.

Minnesota Department of Transportation / MidWest Contracting - 2015 | SP: 8826-146 | Wyattville, MN

Project Manager/Superintendent for the CIPP rehabilitation of approx. 1,354 LF of 24"-54" storm sewer. Project required (5) 30"= individual installations utilizing air/steam cure.

Metropolitan Council - 2014 | 1-MN-341 INTERCEPTOR REHABILITATION | St. Paul, MN

Project Manager/Superintendent for the CIPP rehabilitation of 10,381 LF of 33"-60" sanitary sewer. Project required (18) 30"= individual installations utilizing hot water cure.

City of Minnetonka - 2014 | Trunk Forcemain Lining | Minnetonka, MN

Project Manager/Superintendent for the CIPP rehabilitation of 3,330 LF of 18"-30" sanitary sewer force main (1,665' x 30"=). Project required (2) 30"= individual installations utilizing hot water cure.

Wisconsin Department of Transportation / Northwoods Paving - 2014 | STH 13 Cornucopia-Redcliff | Cornucopia, WI

Project Manager/Superintendent for the CIPP rehabilitation of approx. 390 LF of 30"-36" storm sewer. Project required (2) 30"= individual installations utilizing air/steam cure.

Michels Trenchless, Inc.																				
Partial Reference List - Willie Grams																				
Year	Location	Proc.	Value	Client	Contact	Phone	36-inch	39-inch	42-inch	48-inch	54-inch	60-inch	66-inch	72-inch	78-inch	90-inch	96-inch	28" x 42"	36" x 48"	Total
Pipe Rehab Projects - 2017																				
2016	St Paul, MN	CIPP	\$ 1,094,524	Geislinger	Jeff Geislinger	320-764-2006				3158										6,514
2017	St Paul, MN	CIPP	\$ 988,235	Met Council	Jody Jacoby	651-602-1000	650							144			3866			4,010
2017	Luverne, MN	CIPP	\$ 746,463	Michels Highway	Ben Holz	920-924-4350					185									3,133
Pipe Rehab Projects - 2018																				
2017	Duluth, MN	CIPP	\$ 1,545,849	WI SSD	Betsy Wollen	218-740-4794			4767											4,767
2018	St Paul, MN	CIPP	\$ 3,242,783	Geislinger	Gary Luebben	320-764-2006					985	4099		2278						7,401
Pipe Rehab Projects - 2019																				
2019	Various, MN	CIPP	\$ 643,015	MNDOT	Craig Johnson	507-286-7536	234				187	340					531			1,515
2019	San Jose, CA	CIPP	\$ 4,786,571	City	Helena Choi	408-635-4010														531
Pipe Rehab Projects - 2020																				
2020	Milwaukee, WI	CIPP	\$ 942,592	City	Reggie Martinka	414-286-3314	947			1518										2,539
2020	Madison, WI	CIPP	\$ 284,505	CD Smith	Logan Crull	920-960-9585					625									625
Pipe Rehab Projects - 2021																				
2021	St Paul, MN	CIPP	\$ 2,806,093	Met Council St Paul	Kimberly Sanders	651-602-4616					1846									1,846
2021	Mantorville, MN	CIPP	\$ 334,206	MNDOT	James Roberts	507-446-5523			256		209									2,085



DeAnn Duhn

Project Manager

PROFESSIONAL EXPERIENCE

2015 – Present: **Project Manager | Michels Trenchless, Inc. | Woodland, CA**

Developing project scheduling with field supervisor, and working on project start-up with field crews, and the daily development on operational team building involved with cost controls. Bottom up and top down, personnel, equipment, and owner's inspector's reviews for daily production goals.

Responsibilities include job set-up, complete submittals, attend construction meetings, coordinate subcontractors and lining crews, schedule projects, review CCTV and clean videos prior to CIPP installation. Perform work in the field with the lining and wetout crews.

2006 – 2013: **Assistant Manager | Randstad | Hanford, CA**

Managed 100+ employees, maintained personnel files including I9s, payroll, and training documents. Processed payroll, accounts payable and receivable. Managed worker's compensation and unemployment claims. Spearheaded project to update online systems in offices located throughout California for State and Federal compliance. Prepared multiple offices for internal auditing and standardized the recruiting and hiring processes. Created and implemented Good Manufacturing Practices and Safety Orientation training for large food manufacturing client.

PROJECT PROFILES

City of San Jose | Yard Piping Improvements Phase. 1 | 490LF of 78" and 136LF of 96" CIPP - San Jose, CA

City of San Jose | 96-Inch & 87-Inch Settled Sewage Pipe Rehabilitation; 377LF of 87-inch x 136-inch concrete crown repair and CIPP rehabilitation of 531LF of 96-inch – San Jose, CA

Ross Valley Sanitary District | Large Diameter Gravity Sewer Rehabilitation Project II-2; UV CIPP rehabilitation of 1,943LF of 18in and 1,128LF of 36in – San Anselmo, CA

California Department of Water Resources | Cured-In-Place Pipe Rehabilitation; CIPP rehabilitation of 95LF of 18in, 5,199LF of 24in, 759LF of 30in, 1,366LF of 36in, 412LF of 42in, 230LF of 48in, and 292LF of 54in – Davis, Durham, Richvale, CA

CALTRANS | Various; CIPP rehabilitation of 1,180LF of 18in, 3,753LF of 24in, 1,012LF of 30in, and 1,499LF of 36in – Various, CA

TRAINING & CERTIFICATIONS

- OSHA 30-Hour
- First Aid/CPR Certified
- Confined Space Entry Training

EDUCATION

Lemoore Union High School | Lemoore, CA

High School Diploma

National University | San Diego, CA

Business Administration

Michels Trenchless, Inc.		Partial Reference List - DeAnn Duhn																				
Year	Location	Proc.	Value	Client	Contact	Phone	20-Inch	30-Inch	33-Inch	36-Inch	39-Inch	42-Inch	48-Inch	54-Inch	60-Inch	66-Inch	72-Inch	78-Inch	96-Inch	28" x 42"	36" x 48"	Total
Pipe Rehab Projects - 2017																						
2017	Homewood, CA	CIPP	\$ 232,365	Road & Highway	Justin Costa	775-952-7283																
2017	San Anselmo, CA	CIPP/UV	\$ 1,839,300	Ross Valley San Dist	Katherine Hayden	415-289-2949																
2017	San Anselmo, CA	CIPP	\$ 1,221,476	Ranger Pipeline	Hai Ho	415-822-3700																
2017	Mad River, CA	CIPP	\$ 93,454	Tullis Inc	Kelli Brown	530-241-5105	234		203	705												
2017	Lincoln, CA	CIPP	\$ 448,152	City	Rudi Goldnik	530-668-5883																
2017	Bridgeport, CA	CIPP	\$ 59,840	Four Points Engineering	Wade Wulffing	775-465-1216																
2017	Shingletown, CA	CIPP	\$ 37,263	Sunrise Excavation	Joe Williams	530-246-9933																
Pipe Rehab Projects - 2018																						
2018	Fairfield, CA	CIPP	\$ 24,935	City	Nick Tavalero	707-249-1239																
2018	Oakhurst, CA	CIPP	\$ 356,806	Caltrans	Gary Cruz	559-243-3881	150															
2018	Dunsmuir, CA	CIPP	\$ 869,214	JF Shea	Kirk Johnson	530-246-4292	680															
2018	Beale AFB, CA	CIPP	\$ 957,843	Northstar Const	Darin Sanchez	530-673-7080																
2018	Shaver Lake, CA	CIPP	\$ 639,646	Cal Valley Const	Kim Wilson	559-274-0300	607															
2018	Bridgeport, CA	CIPP	\$ 99,836	Four Point Engineering	Wade Wulffing	775-465-1216																
2018	Santa Ynez, CA	CIPP	\$ 203,860	Conley Engineering	Geoff Conley	831-429-8111																
2018	Ukiah, CA	CIPP	\$ 134,163	Wylatt Resource Mgmt	Charles Elliot	707-354-0944																
Pipe Rehab Projects - 2019																						
2019	Chico, CA	CIPP	\$ 72,430	Davis Machine Shop	Craig Hubert	530-896-2576																
2019	Novato, CA	CIPP	\$ 279,900	Novato San Dist	Elfr Brown	415-892-1694																
2019	Sacramento, CA	CIPP	\$ 195,083	North Star Const	Darin Sanchez	530-673-7080	188															
2019	Oroville, CA	CIPP	\$ 81,120	Wylatt Resource Mgmt	Charles Elliot	707-354-0944																
2019	Chico, CA	CIPP	\$ 631,662	CA Dept of Water Res	Kevin Brown	916-574-0365	170							183								
2019	Biggs, CA	CIPP	\$ 929,674	CA Dept of Water Res	Kevin Brown	916-574-0365	150						27									
2019	Woodland, CA	CIPP	\$ 257,541	City	Mark Miller	530-661-5988																
2019	Dixon, CA	CIPP	\$ 97,515	Quimu Contracting	Miguel Quiroz	707-693-0289																
2019	Marina, CA	CIPP	\$ 301,367	Whitaker Const	Matthew Bousman	805-228-4020																
2019	San Jose, CA	CIPP	\$ 4,766,571	City	Helena Choi	408-635-4010													531			
2019	Fairfield, CA	CIPP	\$ 166,764	Fairfield-Suisun SD	Kevin Cullen	707-688-8895																
2019	Honolulu, HI	CIPP	\$ 29,780	Mira Const	Avery Horton	808-585-9777																
2019	Wailea, HI	CIPP	\$ 415,198	Normie Construction	Don Raggasch	808-870-3207	562															
Pipe Rehab Projects - 2020																						
2020	Williams, CA	CIPP	\$ 733,803	CA Dept of Water Res	Kevin Brown	916-574-0365	83															
2020	Lakeport, CA	CIPP	\$ 37,550	Granite Const	Jenni McKenzie	707-467-4134							148	106								
2020	Smartsville, CA	CIPP	\$ 621,317	Teichert Const	Danny Warren	916-757-6400				890												
2020	Jackson, CA	CIPP	\$ 74,821	Quimu Const	Miguel Quiroz	707-683-0289	80															
2020	San Mateo, CA	CIPP	\$ 2,398,911	Anvil Builders	Billy Robowski	415-285-5000	2395															
2020	Smartsville, CA	CIPP	\$ 135,350	Flatiron Const	Claire Danielle	707-742-6000				160												
2020	Austin, NV	CIPP/Geo	\$ 1,625,717	Siena Nevada	Brittney McVay	775-355-0420												3119				
2020	Camptonville, CA	CIPP	\$ 223,762	Rollin Rock	Bonnie Helle	530-925-5365																
2020	Angels Camp, CA	CIPP	\$ 148,055	Quimu Const	Miguel Quiroz	707-683-0289																
2018	Woodland, CA	CIPP	\$ 1,141,193	CA Dept of Water Res	Kevin Brown	916-574-0365	327					125										
2020	Grimes, CA	CIPP	\$ 114,190	CA Dept of Water Res	Kevin Brown	916-574-0365							186									
Pipe Rehab Projects - 2021																						
2021	San Jose, CA	CIPP	\$ 3,096,903	City	Tie Feng	408-635-4025																
2020	Placerville, CA	CIPP	\$ 189,506	Security Paving	Katie Morales	818-362-9200	170											490	196			
2021	Dublin, CA	CIPP	\$ 597,551	Dublin San Ramon Sanitar	Rudy Portugal	925-875-2251				813												
2021	Yreka, CA	CIPP	\$ 485,647	SNL	Tommi Compton	530-222-5048																
2021	Marysville, CA	CIPP	\$ 207,617	CA Dept of Water Res	Kevin Brown	916-574-0365																
2021	Merced, CA	CIPP	\$ 1,424,978	CA Dept of Water Res	Kevin Brown	916-574-0365	269				562		78									
Pipe Rehab Projects - 2021																						
2022	Chico, CA	CIPP	\$ 336,885	CA Dept of Water Res	Kevin Brown	916-574-0365						139	75									

Michels Trenchless, Inc.																						
Partial Reference List - DeAnn Duhn																						
Year	Location	Proc.	Value	Client	Contact	Phone	30-Inch	33-Inch	36-Inch	39-Inch	42-Inch	48-Inch	54-Inch	60-Inch	66-Inch	72-Inch	78-Inch	90-Inch	96-Inch	28" x 42"	36" x 48"	Total
2022	Oasis, CA	CIPP	\$ 43,192	Granite Construction	John Johnson	707-467-4149																90
2022	Merced, CA	CIPP	\$ 445,960	CA Dept of Water Res	Kevin Brown	916-574-0355								149								656
2022	Stockton, CA	CIPP	\$ 532,219	CA Dept of Water Res	Kevin Brown	916-574-0355	72		264													1,350
2022	Williams, CA	CIPP	\$ 205,920	CA Dept of Water Res	Kevin Brown	916-574-0355	277		92													708
2022	Salem, OR	CIPP	\$ 78,075	City	Ben Haney	503-588-6211																1,011
2022	Clackamas, OR	CIPP	\$ 33,070	Clackamas County	Jessica Rinner	503-742-4567																75



Spartan Acquisition, LLC
d/b/a GeoTree Solutions
1733 Majestic Drive, Ste 101
Lafayette, CO 80026
1.855.655.6750
geotreesolutions.com

Terril Bentley
Project Manager/Estimator
Pipe Services Operations
Michels Corporation

April 13, 2022

Re: Installer Certification

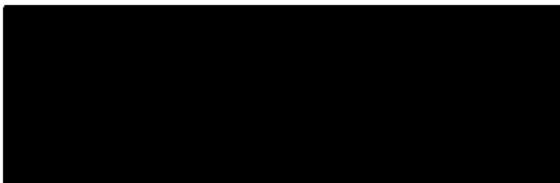
To Whom it May Concern:

Thank you for your interest and evaluation of GeoSpray® geopolymer mortar. Michels is a certified installer for the geopolymer products produced by GeoTree Solutions. They have a license to use our products for pipe rehabilitation partner in the US and Canada. Their installation crews have been trained by certified GeoTree Solutions trainers and possess the necessary skills and equipment to properly install our geopolymer products.

The GeoSpray geopolymer mortar is specifically designed for large diameter pipe structures, including storm, sanitary and drinking water pipes, and other structures. The materials can be successfully applied to a variety of surfaces including metal, brick, concrete and stone. GeoTree solutions has been providing the GeoSpray geopolymer mortar as a pipe repair system for large diameter pipes since 2011 and to date has worked with various contracts, including Michels on projects totaling over 240,000 linear ft of 30" diameter pipe and above.

Please contact a GeoTree Solutions representative if we can provide any additional information or services.

Sincerely,



Joseph Royer, PhD
Vice President R&D
GeoTree Solutions



GeoSpray® Geopolymer Mortar Global Project List

EXECUTIVE SUMMARY

This is a summary list of over 370 projects completed by multiple contractors around the world using GeoSpray geopolymer mortar as a lining for pipes, boxes, manholes and structures. Project details are accurate to the best of our knowledge. A detailed list of current and verified references can be provided as needed. This list may not contain a full list of all projects, and corrections are made based on the best information available on the date of publication.

To date almost 295,000 linear ft (89,900 m) of large diameter pipe has been rehabilitated using GeoSpray geopolymer mortar. This amount total over 55 miles (89 km). Approximately 235,000 linear ft (72,000 m) was completed in North America, with the remaining 60,000 linear ft (18,300 m) completed across the globe including Europe, Asia, South America, and Australia/NZ.

Version: March 15th, 2022

Author: Jon Babson

Disclaimer: Please Note: As each customer's use of our product may be different, the information we provide, including without limitation, recommendations, test results, samples, care/labeling/processing instructions or marketing advice, is provided in good faith but without warranty and without accepting any responsibility/liability. Each customer must test and be responsible for its own specific use, further processing, labeling, marketing, etc. All sales are exclusively subject to our standard terms of sale unless explicitly agreed otherwise in a signed writing.

GeoSpray® is a registered trademark of Spartan Acquisition, LLC

Summary of Experience (2011-2021)

Linear Foot Experience	
Size (in)	Length (ft)
15"	1421
24"	6364
30"	14816
33"	533
36"	14887
37"	72
39"	10942
40"	91
42"	9932
48"	31955
49"	528
50"	252
51"	720
54"	27127
56"	391
57"	361
60"	42502
62"	85
63"	1407
66"	9858
69"	1543
71"	1815
72"	28938
75"	818
78"	11203
80"	60
84"	7687
87"	335
88"	60
90"	4787
94"	3977
96"	4224
102"	714
104"	5160
108"	2222
110"	300
112"	305
114"	4420
118"	657
120"	2794

Linear Foot Experience (Continued)	
Size (in)	Length (ft)
126"	345
128"	120
132"	119
139"	115
144"	936
156"	760
162"	75
168"	1365
174"	1778
180"	1118
184"	256
204"	789
213"	110
216"	135
30" x 36"	627
30" x 42"	135
30" x 45"	300
30" x 48"	748
32" x 48"	394
33" x 49"	156
34" x 51"	425
36" x 48"	269
36" x 58"	635
38" x 45"	205
38" x 54"	63
38" x 57"	906
39" x 52"	74
40" x 59"	307
42" x 36"	1600
42" x 72"	675
46" x 70"	150
48" x 33"	460
48" x 51"	1096
48" x 60"	892
48" x 66"	110
50" x 31"	308
50" x 75"	2796
54" x 64"	193
54" x 66"	275
54" x 72"	422

Linear Foot Experience (Continued)	
Size (in)	Length (ft)
54" x 80"	110
60" x 40"	847
60" x 42"	375
60" x 80"	280
62" x 72"	620
63" x 84"	204
64" x 43"	131
65" x 40"	187
65" x 50"	140
70" x 109"	50
72" x 48"	410
72" x 54"	122
72" x 72"	20
72" x 84"	124
72" x 113"	665
79" x 49"	1120
80" x 60"	158
80" x 84"	1576
83" x 57"	131
84" x 64"	638
84" x 126"	30
85" x 50"	320
87" x 63"	181
87" x 137"	365
90" x 56"	420
90" x 138"	40
96" x 56"	285
96" x 62"	365
96" x 73"	73
96" x 80"	130
96" x 96"	1385
98" x 47"	223
102" x 84"	296
112" x 75"	150
114" x 72"	541
114" x 78"	597
118" x 72"	33
120" x 84"	293
120" x 120"	10
125" x 83"	172

Linear Foot Experience (Continued)	
Size (in)	Length (ft)
128" x 78"	75
137" x 87"	530
139" x 89"	75
148" x 93"	100
154" x 100"	170
157" x 65"	46
160" x 101"	315
162" x 104"	451
168" x 72"	0
183" x 169"	255
206" x 136"	97
267" x 86"	141
TOTAL	294,577

Vertical Footage	
Length (ft)	
35,153	

Structure Experience	
Area (sqft)	
90,094	

2021 Projects

Project Type	Project/Description	Asset Owner	Completed
Sanitary	<u>GLWA Con-149 Task 36</u> 170 linear ft of 126"	Great Lakes Water Authority	Q1-2021
Sanitary	<u>DWSD-DWS-903 Morrel Sewer</u> 200 linear ft of 108"	Detroit Water and Sewer	Q1-2021
Sanitary	<u>DWSD-DWS-903 Fort St. Sewer</u> 302 linear ft of 54" x 72"	Detroit Water and Sewer	Q1-2021
Storm	<u>Executive St</u> 216 linear ft of 78" CMP	Charlotte Storm Water Services	Q1-2021
Storm	<u>Western Ridge</u> 70 linear ft of 90" CMP Invert Repair	Charlotte Storm Water Services	Q2-2021
Storm	<u>Leaf Lake Dr</u> 60 linear ft of 48" CMP	Charlotte Storm Water Services	Q1-2021
Storm	<u>Abelwood Rd</u> 220 linear ft of 72" CMP	Charlotte Storm Water Services	Q1-2021
Sanitary	<u>NYC DEP SE-GUN-19 TASK ORDER 0094 40th Street</u> 515 linear ft of 54" Brick Tile	New York City DEP	Q1-2021
Sanitary	<u>NYC DEP SE-GUN-19 TASK ORDER 0136 Ericsson Place</u> 205 linear ft of 38" x 45" Egg Brick	New York City DEP	Q1-2021
Sanitary	<u>NYC DEP SE-GUN-19 TASK ORDER 0103 Jones St</u> 394 linear ft of 32" x 48" Egg Brick	New York City DEP	Q1-2021
Storm	<u>2020 CMP Rehabilitation TOC - Part 1</u> 1277 linear ft of 42" Storm Pipe 1079 linear ft of 48" Storm Pipe 1343 linear ft of 60" Storm Pipe 869 linear ft of 78" Storm Pipe 1107 linear ft of 72" Invert Paving	City of San Antonio	Q1-2021
Storm	<u>Gwinnett County Georgia Annual Contact Jan-July 2021</u> 100 linear ft of 36" 81 linear ft of 42" 111 linear ft of 48" 200 linear ft of 54" 433 linear ft of 60" 424 linear ft of 72" 238 linear ft of 84"	Gwinnett County, GA	Q2-2021

2021 Projects

Project Type	Project/Description	Asset Owner	Completed
Sanitary	<u>Alkali Sewer Rehabilitation</u> 460 linear ft of 60"	Downriver Utility and Wastewater Authority Wyandotte, Michigan	Q2-2021
Sanitary	<u>Interceptor Sanitary Sewer No. 500 Wolf Creek Siphon Rehabilitation</u> 320 linear ft of 54" siphons	Lucas County, OH	Q2-2021
Sanitary	<u>Cass St Bottleneck</u> 20 linear ft of 54" x 72" Brick Sewer Pipe	Peru Utilities Peru, IN	Q2-2021
Sanitary	<u>NYC DEP SE-GUN-19 TASK ORDER 0134 E 14th</u> 743 of 48" brick pipe with clay invert	New York City DEP	Q2-2021
Storm	<u>Westridge Rd</u> 100 linear ft of 60" CMP	Charlotte Storm Water Services	Q2-2021
Sanitary	<u>Reed St 69-inch Combined Brick Sewer</u> 300 linear ft of 69" Brick Sewer	DC Water and Sewer Authority, Washington, DC	Q2-2021
Sanitary	<u>Raizzi Sub Station</u> 238 linear ft of 72" Combined Brick Sewer	Duquesne Lighting	Q2-2021
Storm	<u>LA Hwy 164 - Sibley</u> 130 linear ft of 96" x 80" CMP	Louisiana DOTD	Q2-2021
Storm	<u>MTQ - Highway 20 Rehab</u> 4 box culvert totaling 150 m of 1200 mm x 1525 mm 189 m of 1560 mm x 1820 mm	Ministry of Transport (MTQ) Quebec Renouveau Lafontaine	Q2-2021
Storm	<u>Roseburg Culverts</u> 155 linear ft of 48" 933 linear ft of 60"	City of Roseburg, OR	Q2-2021
Sanitary	<u>Manhole Rehab</u> 2000 vertical ft of manholes 2380 ft ² of structures	Hartford MDC, CT	Q2-2021
Storm	<u>Fruehauf dr</u> 140 linear ft of 90" CMP	Charlotte Storm Water Services	Q2-2021
Storm	<u>Landover Way</u> 103 linear ft of 108"	City of Suwannee, GA	Q2-2021
Storm	<u>190 Roberts Road</u> 341 linear ft of 66"	City of Suwannee, GA	Q2-2021
Storm	<u>La Vista Park Project F</u> 110 linear ft of 54" x 80" Arch CMP Culvert	City of Brookhaven, GA	Q2-2021
Sanitary	<u>Worthington Manhole Rehab</u> 24 vertical ft of manholes	City of Worthington, MN	Q2-2021

2021 Projects

Project Type	Project/Description	Asset Owner	Completed
Sanitary	<u>Ashland Manhole Rehab</u> 375 vertical ft of manholes	City of Ashland, WI	Q2-2021
Manhole	<u>EPCOR - Lauderdale/Metro LRT - MH Rehab</u> 3 Manholes @ 1200mm, 68 VF of MH lining, Sanitary 1 Manhole @ 1200mm, 27 VF of MH lining, CSO	Edmonton, Alberta, Canada	Q2-2021
Manhole	<u>EPCOR - Pleasantview NBHD (Norellco)</u> 1 Manhole @ 1200mm - 9 VF of MH lining - Storm 1 Manhole @ 900mm - 11 VF of MH lining - Storm	Edmonton, Alberta, Canada	Q2-2021
Sanitary	<u>Coon Rapids Manhole Rehab</u> 324 vertical ft of manholes	City of Coon Rapids, MN	Q2-2021
Sanitary	<u>Macomb Drop Shafts</u> 120 linear ft of 36" RCP 159 linear ft of 42" RCP 210 linear ft of 48" RCP 45 linear ft of 54" RCP 5,000 sqft of Drop Structures	Macomb County, MI	Q2-2021
Potable Water	<u>Potable Water Tank</u> 2500 sqft concrete water tank	Front Royal, VA	Q2-2021
Sanitary	<u>Utica Sewer Rehab</u> 335 linear ft of 48" sewer	Utica, NY	Q2-2021
Sanitary	<u>Altoona Contract NO 196 Change Order No. 1</u> <u>(IN DISTRICT 1 & 3)</u> 369 linear ft of 78" Brick 1096 linear ft 48" x51" box 37 vertical ft of Manhole Rehab	Altoona PA Water Authority	Q2-2021
Combined	<u>JCMUA Phase 1&2 Carteret Ave</u> 60 linear ft of 72" 120 linear ft of 84" 120 linear ft of 96"	Jersey City, NJ	Q2-2021
Sanitary	<u>Cambridge Rehab</u> 800 linear ft of 42"	Cambridge, MA	Q2-2021
Storm	<u>Water Drainage Stabilization</u> 2100 ft ² of slope stabilization at 4" Thick	DC Water	Q2-2021
Storm	<u>Lake Forest Rehab</u> 165 linear ft of 60"	City of Lake Forest, IL	Q3-2021
Storm	<u>Elmhurst Rehab</u> 300 linear ft of 60"	City of Elmhurst, IL	Q3-2021
Storm	<u>Storm Water Rehab</u> 215 linear ft of 72"	Road Atlanta Atlanta, GA	Q3-2021

2021 Projects

Project Type	Project/Description	Asset Owner	Completed
Storm	<u>MTO Contract 2020-2135 Dick's Creek</u> 20 m of twin 4230 mm CSP	Ministry of Transportation Ontario, CA	Q3-2021
Storm	<u>MTO Contract 2020-2124 Hwy 7 and Lake Ridge</u> 32 m of twin 800 mm CSP	Ministry of Transportation Ontario, CA	Q3-2021
Combined	<u>Engleside Combined Sewer Contract 2019-06</u> 1092 LF of 108" RCP 285 LF of 120" RCP 381 LF of 162" x 104" Arched Brick Sewer	City of Lancaster, PA	Q3-2021
Storm	<u>Palm Bay Malabar Rd</u> 1980 linear ft of 72" CMP	Palm Bay, FL	Q3-2021
Sanitary	<u>Rollins Wilson Chamber Rehabilitation</u> Drop and Sewer Junction Chamber	Lake County (IL) DPW Ingleside, IL	Q3-2021
Storm	<u>Storm Drain Rehabilitation Saline High School</u> 410 linear ft of 72" x 48" CMP Arch	Bienville Parish, La	Q3-2021
Storm	<u>Palm Coast Rehab</u> 300 linear ft of 60" CMP	Palm Coast, FL	Q3-2021
Storm	<u>Calvert Village SWM Pipe Rehabilitation</u> 70 linear ft of 36" CMP 16 linear ft of 42" Riser	Department of Public Works Calvert County, MD	Q3-2021
Storm	<u>Port Orleans Resort</u> 70 linear ft of 168" x 72"	Walt Disney World, FL	Q3-2021
Storm	<u>Wood Pipe Collector</u> 60 linear m of 1200 mm Wood collector Pipe	RF Resolu Alma, Quebec, Canada	Q3-2021
Sanitary	<u>Lucas Country Sewer</u> 1880 linear ft of 90" RCP	Lucas Country, OH	Q3-2021
Combined	<u>MMSD CSO 102 Outfall Milwaukee</u> 75' of 48" CSO Sewer 200' of 72" CSO Sewer 125' of 84" CSO Sewer	MMSD of Milwaukee, WI	Q3-2021
Storm	<u>SR 46 culvert</u> 91 linear ft of 60" CMP	INDOT (Indiana) Seymour District	Q3-2021
Storm	<u>IR76 Culvert Renewal 210203</u> 390 linear ft of 36" x 58" CMP Culverts	ODOT District 3 Ohio DOT	Q3-2021
Storm	<u>Modera Germantown Mill Creek Rehab</u> 540 linear ft of 72" Brick Storm Sewer	Nashville, TN	Q3-2021
Storm	<u>Tijuana Sewer Rehab</u> 40 linear meters of 60" PEAD Pipe	Tijuana, Baja California	Q3-2021

2021 Projects

Project Type	Project/Description	Asset Owner	Completed
Storm	<u>Vicksburg/Sawgrass/Buckhorn Drainage Pipe</u> 180 linear ft of 42" 745 linear ft of 72" 155 linear ft of 78" 247 linear ft of 84" 173 linear ft of 90" 665 linear ft of 72" x 113"	Norman, OK	Q3-2021
Tank	<u>FEMSA Concrete Tank</u> 3m x 3m x 7m concrete tank	San Juan del Rio	Q3-2021
Storm	<u>Marshall Road Improvements</u> 150 linear ft of 72" CIP	Bexar County, TX	Q3-2021
Manhole	<u>Town of Daysland - CIPP Sewer Rehabilitation</u> 2 Manholes @ 1200mm - 25 VF of MH lining	Daysland, Alberta, Canada	Q3-2021
Manhole	<u>City of Medicine Hat - South Central Sanitary Trunk Rehabilitation - Phase 3</u> 28 Manholes @ 1200mm - 329 VF of MH lining - Sanitary	Medicine Hat, Alberta, Canada	Q3-2021
Sanitary	<u>Jefferson County, AL - 2020 Sewer Rehabilitation Program</u> 1000 VF of Manhole Lining	Jefferson County, AL	Q3-2021
Storm	<u>Louisville S Boulder Rd Culvert Lining</u> 140 linear feet of 65" x 50" CMP Culvert	City of Louisville, CO	Q3-2021
Storm	<u>SEMSWA - Holly & S. Willow Culverts</u> 157 linear feet 108" CMP 94 linear feet 90" CMP Culvert	SEMSWA - Arapahoe County, CO & Centennial, CO	Q3-2021
Storm	<u>CDOT REG 2 STMR200-260 Culvert Spray Lining</u> 278 linear feet 48" CMP 86 linear feet 60" CMP Culvert	Colorado DOT	Q3-2021
Storm	<u>6th Range Rehab</u> 24 m of 900 mm CMP 70 m of 1200 mm CMP 45 m of 1500 mm CMP 40 m of 1800 mm CMP	Town of St-Donat (Rimouski)	Q3-2021
Storm	<u>3rd Rang Rehab</u> 31 m of 1600 mm CMP	Town of St-Paul Lacroix	Q3-2021
Storm	<u>Valcartier Blvd Rehab</u> 20 m of 1350mm CMP 3 m of 1200 mm CMP	City of Quebec City	Q3-2021
Storm	<u>SR 35 Culvert</u> 146 linear ft of 54 CMP	PennDOT - District 9	Q3-2021

2021 Projects

Project Type	Project/Description	Asset Owner	Completed
Storm	<u>R20-T094MZ - Colorado Springs</u> 492 linear ft of 54" CMP 1080 linear ft of 60" CMP 1243 linear ft of 69" CMP	Colorado Springs, CO	Q3-2021
Storm	<u>City of Vernon (BC)</u> 26 m of 2200 mm CSP 1000 ft ² surface application of a chamber	City of Vernon Vernon, BC	Q3-2021
Industrial	<u>ADM Flume</u> 1500 ft ² of chemical flume	Archer Daniels Midland Peoria, IL	Q3-2021
Storm	<u>CDOT REG 1 - Job 171036</u> 148 linear ft 48" CMP 142 linear ft of 66" CMP 347 linear ft of 120" CMP	Colorado DOT	Q4-2021
Storm	<u>SR 1001</u> 150 linear ft of 46" x 70" CMP	PennDot - District 9	Q4-2021
Storm	<u>I-81 Lackanna County</u> 200 linear ft of 72" CMP	PennDot	Q4-2021
Sanitary	<u>Rochefort and Loranger Streets</u> 300 m of 1050 mm 150 m of 1200 mm RCP	City of Trois-Rivieres	Q4-2021
Storm	<u>Sonoma Water</u> 112 linear feet of 96 " Vortex pipe	Sonoma Water in Santa Rosa California	Q4-2021
Storm	<u>COSA Thousand Oaks</u> 480 linear ft of 120" CMP	City of San Antonio	Q4-2021
Sanitary	<u>Manhole Rehab</u> 325 vertical ft of 48" manholes	North Little Rock, AR	Q4-2021
Storm	<u>Daphne, AL Rehab</u> 154 linear ft of 54" CMP	Daphne, AL	Q4-2021
Storm	<u>MOTI Contract Creston BC</u> 50 m of 1200 mm CSP	Ministry of Transport BC Creston BC	Q4-2021
Storm	<u>Thousand Oaks Culvert Rehab</u> 540 linear ft of 120" CMP	City of San Antonio	Q4-2021
Sanitary	<u>DC Medstar</u> 361 linear ft of 96" 341 linear ft of 108"	DC Water	Q4-2021
Storm	<u>580 Raco Parkway</u> 145 linear ft of 72"	Big Lots Pendergrass GA	Q4-2021
Pit	<u>PEMEX Concrete Pit</u> 1m x 2m x 2m concrete pit	Dos Bocas, Tabasco	Q4-2021

2021 Projects

Project Type	Project/Description	Asset Owner	Completed
Tank	<u>FEMSA Concrete Tank</u> 5m x 8m x 4m concrete tank	San Juan del Rio	Q4-2021
Storm	<u>Gwinnett County Georgia Annual Contact Aug-Dec 2021</u> 72 linear feet of 42" 237 linear feet of 48" 445 linear feet of 54" 67 linear feet of 84"	Gwinnett County, GA	Q4-2021
Storm	<u>Negotiated Texas Work</u> 65 linear feet of 30" 138 linear feet of 36" 832 linear feet of 42" 830 linear feet of 48" 1,835 linear feet of 54" 660 linear feet of 60" 410 linear feet of 66" 300 linear feet of 72" 260 linear feet of 78" 122 linear feet of 72"x54" arched pipe 1,186 square feet of storm structures	Texas	Q4-2021
Sanitary	<u>Sanitary Sewer Structures</u> 180 VF of manholes	Texas	Q4-2021
Water	<u>Rehabilitation of 2200mm-2400mm diameter x 200m Low Pressure Intake Water Pipes</u>	Zhezkazgan Heat electro power station, TOO "Kazakhmys Energy" Republic of Kazakhstan	Q4-2021
Manhole	<u>City of Medicine Hat - 2021 Storm Sewer, MW21-61</u> 7 Manholes @ 1200mm - 63 VF of MH lining - Storm	Medicine Hat, Alberta, Canada	Q4-2021
Manhole	<u>EPCOR - Trestle No. 3 Rehabilitation (Whitson)</u> 2 Manholes @ 1200mm - 33 VF of MH lining - Sanitary	Edmonton, Alberta, Canada	Q4-2021
Manhole	<u>MD Willow Creek - Granum Sanitary Rehabilitation</u> 6 Manholes @ 1200mm - 46 VF of MH lining - Sanitary	Granum, Alberta, Canada	Q4-2021
Manhole	<u>Agri-Food Industrial Park (Hamm Construction)</u> 3 Manholes @ 1200mm - 20 VF of MH lining - Storm	Moose Jaw, Saskatchewan, Canada	Q4-2021
Storm	<u>Thermal Rd</u> 80 linear ft of 90" CMP	Charlotte Storm Water Services	Q4-2021
Storm	<u>Domino's Pizza</u> 185 linear ft of 84" CMP	Marion, NC	Q4-2021

2021 Projects

Project Type	Project/Description	Asset Owner	Completed
Combined	<u>DC Water Capital City R.E. Rhode Island Ave NE</u> 138 linear ft of 78"	DC Water	Q4-2021
Combined	<u>JCMUA CSO Phase 1-2 Brown Place VE</u> 154 linear feet of 60" 85 linear feet of 62" 84 linear feet of 72"	Jersey City Municipal Utility Authority (JCMUA)	Q4 - 2021
Combined	<u>JCMUA CSO Phase 1-2 Caven Point</u> 1000 linear feet of 72" pipe	Jersey City Municipal Utility Authority (JCMUA)	Q4 - 2021

2020 Projects

Project Type	Project/Description	Asset Owner	Completed
Storm	<u>Concordia High School Storm Sewer Rehabilitation</u> 206 linear ft of 48" CMP	City of Fort Wayne, IN	Q1-2020
Sanitary	<u>Cairl Ditch Siphon Rehabilitation</u> 360 linear ft of 54" RCP	Lucas County Sanitary Engineers	Q1-2020
Storm	<u>Park St. Pump Station Outfall Rehab</u> 90 linear ft of 60" CMP	City of Mansfield, OH	Q1-2020
Storm	<u>Romeo Arch Storm Sewer Rehabilitation</u> 68 liner m of Cast in Place Masonry with Significant Shape Changes Average Shape 2500 mm x 1200 mm	City of Stratford, Ontario Canada	Q1-2020
Storm	<u>Structural CSP Rehabilitation</u> 90 linear m of 1200 mm diameter CMP Culvert	Private Residences in Saint-Charles-sur-Richelieu, Quebec Canada	Q1-2020
Storm	<u>Palm Coast Rehab</u> 300 linear ft of 96" CMP	City of Palm Coast, Florida	Q1-2020
Storm	<u>Newark 2019 CMP</u> 226 linear ft of 36" CMP 74 linear ft of 39"x52" CMP 545 linear ft of 48" CMP	City of Newark, DE	Q1-2020
Sanitary	<u>JMA AOC 17' Brick Sewer</u> 300 linear ft of 204" Brick Sewer	John Moriarty & Associates Inc	Q1-2020
Storm	<u>Route 13 and 14 New Castle</u> 1120 linear ft 79" x 49" Elliptical CMP	Delaware DOT	Q1-2020
Sanitary	<u>300 Morse Street NE Rehabilitation - Additional Work</u> 18 linear ft of 96"	DC Water	Q1-2020
Sanitary	<u>Lower Little Conestoga Interceptor Rehab</u> 184 vertical ft of manhole lining	Lancaster Area Sewer Authority (LASA) Lancaster, PA	Q1-2020
Storm	<u>Catch Basin Rehab</u> 800 ft ² of structure repair	Jacksonville, FL	Q1-2020
Sanitary	<u>Lower Area Trunk Sewer (LAT)</u> 585 vertical ft of Manholes	DC Water	Q1 2020

2020 Projects

Project Type	Project/Description	Asset Owner	Completed
Storm	<u>Trenchless Stormwater Pipe Rehab Annual Contract</u> 10 specific CMP Storm Water Culverts 226 linear ft of 42" CMP 907 linear ft of 48" CMP 148 linear ft of 54" CMP 195 linear ft of 60" CMP 60 linear ft of 66" CMP 266 linear ft of 84" CMP	Gwinnett County, GA	Q2-2020
Sanitary	<u>JC MUA 84</u> 300 linear ft of 84" RCP	Jersey City MUA	Q2-2020
Sanitary	<u>B Street / New Jersey Avenue Truck Sewer - 2020</u> 456 linear ft of 120" Brick Sewer 721 linear ft of 144" Brick Sewer	DC Water	Q2-2020
Storm	<u>Loudoun County VA Storm Detention Phase 1 - SP2</u> 433 linear ft of 96" CMP	County of Loudoun, VA	Q2-2020
Storm	<u>ODOT 98213 FY 20 Culvert Recon 190391</u> 624 linear ft of 72" CMP 230 linear ft of 90" CMP 323 linear ft of 96" CMP	ODOT District 6	Q2-2020
Storm	<u>North Bay Storm Sewer Rehabilitation</u> 207 linear m of 1200 mm RCP and CMP 4 manholes (8 vertical m total)	Ontario Ministry of Transportation	Q2-2020
Storm	<u>SR 66 Arch Culvert Relining</u> 209 linear feet of 122" x 84" CMP arch culvert	Indiana DOT Vincennes District	Q2-2020
Sanitary	<u>Cheektowaga NY Manhole Rehab Phase IV</u> 4267 Vertical ft of 48" Manholes	Town of Cheektowaga, NY	Q2-2020
Storm	<u>FY2019 Drainage Rehab Work Order #4- TC Jester Outfall</u> 76 linear ft of 78" CMP	City of Houston	Q2-2020
Storm	<u>FY2019 Drainage Rehab Work Order #4- Spotts Park Outfall</u> 300 linear ft of 110" CMP	City of Houston	Q2-2020
Storm	<u>FY2019 Drainage Rehab Work Order #4- Pine Shadows Outfall</u> 200 linear ft of 48" RCP	City of Houston	Q2-2020

2020 Projects

Project Type	Project/Description	Asset Owner	Completed
Storm	<u>Collective Storm Water Improvements</u> 797 linear ft of 72" CMP 228 linear ft of 60" CMP 228 linear ft of 54" CMP 363 linear ft of 48" CMP 68 linear ft of 42" CMP 1530 ft ² of Drainage Structure	City of Charlotte	Q2-2020
Storm	<u>2016 CDBG Drainage Project Culvert Lining</u> 396 linear feet of 60" CMP Culvert	City of Willis, TX	Q2-2020
Storm	<u>Sagewood Stormwater Project</u> 600 linear ft of 54" CMP	Polk County, NC	Q2-2020
Storm	<u>Trojan Drive Storm Rehab</u> 60 linear ft of 80" CMP	City of Carrollton, GA	Q2-2020
Storm	<u>San Joaquin Pkwy Culvert Rehab</u> 360 linear ft of 60" CMP	City of Friendswood, TX	Q3-2020
Sanitary	<u>DC Water Lock 7 1300 4th Street</u> 74 linear ft of 78" brick sewer	DC water	Q3-2020
Storm	<u>Portsmouth Naval Shipyard Drydock 2 Dewatering</u> 300 linear ft of 48" CMP	Portsmouth, ME	Q3 2020
Combined	<u>Elizabeth NJ Army Corp 1</u> 300 linear ft of 48" CMP	Elizabeth, NJ	Q3 2020
Sanitary	<u>NBC 2019 MH Project</u> 1930 vertical ft of Manholes	Narragansett Bay Authority	Q3-2020
Combined	<u>Breckenridge Tunnel Sewer Lining</u> 259 linear ft of 56" Concrete Tunnel 130 linear ft of 66" Plated Tunnel Sewer 1122 linear ft of 72" Concrete Tunnel	Regional Water Resource Agency Owensboro, KY	Q3-2020
Storm	<u>Boca Del Rio Rehab</u> 131 linear ft of 72" Pipe	Boca Del Rio, Mexico	Q3-2020
Tunnel	<u>Tunnel Repair</u> Approximately 3,000 ft ²	Billings, MT	Q3-2020
Storm	<u>US 36 Culvert Relining</u> 145 linear feet of 137" x 87" CMP arch culvert	Indiana DOT	Q3-2020
Storm	<u>SR 9 Culvert Relining</u> 119 linear feet of 132" CMP culvert	Indiana DOT	Q3-2020

2020 Projects

Project Type	Project/Description	Asset Owner	Completed
Sanitary	Central Interceptor Phase II 350 vertical footage of 48" manholes	Lansing Department of Public Service Lansing, MI	Q3-2020
Storm	Peterborough Culvert Rehabilitations 40.5 linear meters of 1400 mm CMP Culvert 52.5 linear meters of 3200 mm x 2100 mm CMP 14 linear meters of 4000 mm x 1650 mm CMP arch	City of Peterborough	Q3-2020
Storm	Fox Hill Storm Sewer Rehabilitation 100 linear ft of 148" x 93" CMP Arch Pipe	City of Solon, OH	Q3-2020
Storm	ODOT 190592- US 224-15-61 Culvert Rehab 181 linear ft of 87" x 63" CMP arch	Ohio Department of Transportation, District 3	Q3-2020
Storm	AW Willis / Crosstown Culvert Rehab - Phase II 1300 linear ft of 54" RCP Storm Pipe	City of Memphis, TN	Q3-2020
Manhole	EPCOR Edmonton - Westbrook NBHD - MH Rehab 67 Manholes @ 1200mm -991 VF -Sanitary 7 Manholes @ 1500mm -109 VF -Sanitary 4 Manholes @ 1800mm -93 VF -Sanitary	Edmonton, Alberta, Canada	Q3-2020
Manhole	City of Red Deer 8 Manholes - 69 VF of lining for manholes - Storm	Red Deer, Alberta, Canada	Q3-2020
Manhole	EPCOR Edmonton - Greenfield NBHD - MH Rehab 1 Manhole @ 1200mm -17 VF of MH lining - Sanitary 1 Manhole @ 900mm - 11 VF of MH lining - Storm	Edmonton, Alberta, Canada	Q3-2020
Manhole	Albuquerque Manhole Rehabilitation 1250 VF of lining for 149 manholes	City of Albuquerque, NM	Q3-2020
Storm	MTO Highway 403/Eglinton Avenue Phase I 10 meters of 3020 mm x 1840 mm horizontal elliptical corrugated steel culvert	Ministry of Transportation Ontario, Canada	Q3-2020
Storm	Austin NV Rt 5 CMP Rehab 3114 linear ft of 72" CMP Storm Water 75 vertical ft of manholes	Nevada DOT	Q3-2020
Sanitary	San Jose PCBJ Crown Rehab 541 linear ft of 96" 365 linear ft of 87" x 137"	City of San Jose, CA	Q3-2020
Storm	ODOT 190526 35 linear ft of 36" CMP	ODOT District 6	Q3-2020

2020 Projects

Project Type	Project/Description	Asset Owner	Completed
Sanitary	<u>Midland City, AL - Manhole Rehab</u> 686 vertical ft of manholes	Midland City, AL	Q3-2020
Storm	<u>Cattle Underpass</u> 75 linear ft of 60"	Washington County, WI	Q3-2020
Storm	<u>Dodge County Rehab</u> 210 linear ft of 48" CMP	Dodge County, WI	Q3-2020
Manhole	<u>Innisfail - 2020 Rehab on Sanitary Manholes</u> 52 Manholes @ 1200mm - 578 VF of MH lining - Sanitary	Innisfail, Alberta, Canada	Q4-2020
Manhole	<u>Medicine Hat - MH Rehab</u> 15 Manholes @ 1200mm - 182 VF of MH lining	Medicine Hat, Alberta, Canada	Q4-2020
Storm	<u>CT DOT Storm Rehab</u> 630 linear ft of 72" CMP 390 linear ft of 84" CMP	Connecticut DOT	Q4-2020
Storm	<u>Culpeper Residence VDOT</u> 440 linear ft of 72" CMP	Virginia DOT	Q4-2020
Storm	<u>TIMM Dr Culvert</u> 65 linear m of 1800 mm diameter CMP Culvert	City of Ottawa	Q4-2020
Storm	<u>City of Gracefield Culvert Lining</u> 20 linear m of 2100 mm CMP	City of Gracefield, Quebec Canada	Q4-2020
Storm	<u>Highway JJ Culvert Rehab</u> 130 linear ft of 48" CMP 80 linear ft of 84" CMP	Manitowoc City, Wisconsin	Q4-2020
Storm	<u>Quentin Rd Culvert Rehab</u> 70 linear ft of 78" CMP	Illinois DOT (IDOT)	Q4-2020
Storm	<u>Mt Zion/Richwood/I-75 Storm Rehab</u> 738 linear ft of 84" CMP	Kentucky Transportation Cabinet	Q4-2020
Sanitary	<u>Santa Cruz - SAGUAPAC Contract #3</u> 883 linear m of 1.2 m RCP Pipe (2900 linear ft of 48")	SAGUAPAC (Santa Cruz, Bolivia)	Q4-2020
Storm	<u>City of Pincourt CMP Rehabilitation</u> 55 linear m of 900 mm CMP culvert	City of Pincourt, Quebec - Canada	Q4-2020
Sanitary	<u>Sanitary Sewer Manholes</u> 10 vertical m of 1.2 m Manholes	City of Lorraine, Quebec - Canada	Q4-2020
Sanitary	<u>Altoona Contract NO 196 - DISTRICT 4</u> 2796 LF 50" x 75" Brick Egg 71 vertical ft of Manhole Rehab	Altoona PA Water Authority	Q4-2020

2020 Projects

Project Type	Project/Description	Asset Owner	Completed
Storm	<u>Sinkut & Cluculz Culvert Rehabilitation</u> 78 linear meters of 4.65m x 4.3m CMP Culvert 43 linear meters of 6.8 m x 2.2 m CMP Culvert	B.C. Highways, Canada	Q4-2020
Storm	<u>Trenchless Stormwater Pipe Annual Contract</u> 38 specific CMP Storm Water Culverts 122 linear ft of 36" CMP 554 linear ft of 42" CMP 887 linear ft of 48" CMP 835 linear ft of 54" CMP 965 linear ft of 60" CMP 80 linear ft of 66" CMP 267 linear ft of 72" CMP 100 linear ft of 96" CMP	Gwinnett County, GA	Q4-2020
Sanitary	<u>Clinton-Macomb Interceptor Commission</u> 135 linear ft of 54"	Oakland County Water Resources Oakland County, MI	Q4-2020
Sanitary	<u>Highland Park Sinkhole Repair</u> 111 vertical ft of 60" manholes	City of Highland Park, MI	Q4-2020
Sanitary	<u>Macomb Drop-Shaft No 1</u> 159 linear ft of 42" RCP 210 linear ft of 48" RCP 131 vertical ft of manholes	Macomb County, MI	Q4-2020
Sanitary	<u>Drop Shaft and Connecting Sewer Rehab Part 2</u> 120 linear ft of 36" RCP 210 linear ft of 38" RCP 143 vertical ft of manholes	Macomb County, MI	Q4-2020
Sanitary	<u>GLWA Con-149 Task 35</u> 64 linear ft of 108"	Great Lakes Water Authority	Q4-2020
Sanitary	<u>Akron Sewer Rehab</u> 325 linear ft of 42" Brick Sewer 860 linear ft of 54" Brick Sewer 100 linear ft of 60" Brick Sewer	Akron Public Service Department Akron, Ohio	Q4-2020
Storm	<u>Cottonmill Waste Way Rehabilitation</u> 350 linear ft of 84" CMP	Nebraska Public Power District Kearney, NE	Q4-2020
Sanitary	<u>John Daly St Improvements</u> 20 vertical ft of 60" manhole	Detroit Water and Sewer Department, MI	Q4-2020
Storm	<u>Universal Studios Theme Park Storm Repair</u> 583 linear ft of 72" CMP	Universal Studios, Orlando, FL	Q4-2020
Storm	<u>Elm Trail Rehab</u> 315 linear ft of 66" CMP	Bexar County, TX	Q4-2020

2020 Projects

Project Type	Project/Description	Asset Owner	Completed
Storm	<u>Concrete Culvert</u> 23 linear m of 1800 mm RCP	City of Saint-Martine, Quebec, Canada	Q4-2020
Storm	<u>CMP Rehabilitation</u> 88 linear m of 1500 mm CMP	Battelfield, Inc Chicoutimi, Quebec, CA	Q4-2020
Manhole	<u>EPCOR - Lauderdale/Metro LRT - MH Rehab</u> 87 vertical ft of MH lining - Sanitary	Edmonton, Alberta, Canada	Q4-2020
Storm	<u>US 421 White County, IN</u> 340 linear ft of 104" CMP Culvert	Indiana DOT LaPorte District	Q4-2020
Sanitary	<u>WRA Des Moines</u> 7665 linear ft of 78" RCP	City of Des Moines, Iowa	Q4-2020

2019 Projects

Project Type	Project/Description	Asset Owner	Completed
Storm	<u>Warren Dr</u> 35 linear ft of 72" CMP	Gwinnett County, GA	Q1-2019
Storm	<u>Allied Pipe Lining Project</u> 174 linear ft of 102" in Structural Plate CMP	Allied Services	Q2-2019
Sanitary	<u>Vancouver Manhole Rehab</u> 65 vertical feet of Manhole Lining	City of Vancouver British Columbia Canada	Q2-2019
Sanitary	<u>Middlebelt CSO Control Facility</u> 2 Manhole - 30 vertical ft in total	City of Inkster, Mi	Q2-2019
Sanitary	<u>Cheektowaga NY Manhole Rehab Phase III</u> 4267 Vertical ft of 48" Manholes	Town of Cheektowaga, NY	Q2-2019
Storm	<u>Kingsglen Ct</u> 26 linear ft 42" CMP	Dunwoody, GA	Q2-2019
Storm	<u>Womack Rd</u> 60 linear ft of 54" CMP	Dunwoody, GA	Q2-2019
Storm	<u>Galleria Common Area Storm Rehab</u> 136 linear ft of 48" CMP	Dunwoody, GA	Q2-2019
Storm	<u>Snee Farm Country Club Culvert Rehab</u> 627 linear ft of 30"x36" CMP 515 linear ft of 30"x48" CMP 76 linear ft of 36"x48" CMP	Town of Mt. Pleasant, SC	Q2-2019
Sanitary	<u>Marshall Street Sewer</u> 1900 linear ft of 60" Brick Sewer	City of Richmond, Virginia	Q2-2019
Storm	<u>EcoCast Grande River Road Storm</u> 260 linear ft of 60" CMP 100 linear ft of 54" CMP	Clayton County Water Authority Clayton County, GA	Q2-2019
Storm	<u>White Lick Creek Trail Culvert Rehab</u> 73 linear ft of 96" x 73" Structural Plate Arch Pipe	City of Avon, IN	Q2-2019
Storm	<u>Oregon DOT District 2 Culvert</u> 60 linear ft of 36" CMP	Oregon DOT	Q2-2019
Industrial	<u>Cooling Water Pipe Rehab</u> 35 linear ft of 36" fiberglass pipe	Fiber Industries Florence, SC	Q2-2019
Storm	<u>Village of Oak Lawn – Invert</u> 680 linear ft of 48" CMP – Invert Only	Village of Oak Lawn, IL	Q2-2019
Storm	<u>Minnesota DOT Culvert Rehab</u> 450 linear ft of 60" CMP	Minnesota DOT	Q2-2019

2019 Projects

Project Type	Project/Description	Asset Owner	Completed
Storm	Chula Vista - Rehab 1200 linear ft of 72" CMP 500 linear ft of 54" CMP 200 linear ft 144" CMP 200 linear ft of 180" CMP	Chula Vista, California	Q3-2019
Sanitary	Newark Ave 1600 linear ft of 42" x 36" egg-shaped brick pipe	Jersey City MUA	Q3-2019
Storm	Red Coat Run 221 linear ft of 48" CMP	City of Charlotte, NC	Q3-2019
Storm	SMUD UARP Roadway Improvements 180 linear ft of 42" CMP	Sacramento Municipal Utility District (SMUD) Sacramento, CA	Q3-2019
Storm	Vernon Creek Culvert #3 15 linear m of 1800 m x 2783 m	British Columbia Ministry of Transportation	Q3-2019
Storm	State Route 32 - Montgomery County 56 linear ft of 120" x 84" CMP	Indiana DOT	Q3-2019
Storm	Weathersfield/Woodford Culvert Rehab 85 linear ft of 84" CMP 115 linear ft of 139" CMP	Vermont DOT	Q3-2019
Storm	Palos Hill Culvert 75 linear ft of 128" x 78"	City of Palos Hills, IL	Q3-2019
Sanitary	16th Avenue Phase I 4820 linear ft (1469m) of 104" (2642mm) Sewer Tunnel	Region of York, Ontario Canada	Q3-2019
Sanitary	Interceptor Rehabilitation - Bristol 700 linear ft of 30" RCP 1200 linear ft of 36" RCP 120 vertical ft of Manhole Rehab	City of Bristol, PA	Q3-2019
Sanitary	300 Morse Street NE Rehabilitation 530 linear ft of 96" Brick Pipe 70 vertical ft of 36" Manhole structures	DC Water	Q3-2019
Storm	Summitt Conduit 204 linear ft of 63" x 84" of Egg-Shaped Concrete 597 linear ft of 114" x 78" Elliptical Concrete	Chicago MWRD	Q3-2019
Sanitary	Revere MH Project 2018-19 200 vertical ft 48" Manholes	City of Revere, MA	Q3 2019
Sanitary	Northwest Interceptor GLWA Con-149 Task # 33 453 linear ft of 75" 390 linear ft of 66"	Great Lakes Water Authority	Q3-2019

2019 Projects

Project Type	Project/Description	Asset Owner	Completed
Storm	<u>Detroit Metro Airport Runway Reconstruction</u> 345 linear ft of 54"		Q3-2019
Sanitary	<u>Eagle Exc-MDAHS Laundry Facility</u> 19 vertical ft of 48" Manhole	Metropolitan Detroit Area Hospital System Detroit, MI	Q3-2019
Storm	<u>Peachtree Corners Storm Rehab</u> 350 linear ft of 84" CMP 227 linear ft of 72" CMP 256 linear ft of 66" CMP	Peachtree Corners, GA	Q3-2019
Industrial	<u>Cleaning concrete chamber</u> 250 ft ² Concrete Chamber	Recycled bottles of Québec	Q3-2019
Industrial	<u>Rehabilitation of an external cinder block wall</u> 210 linear ft of 6 ft high (avg.) - 1260 ft ²	City of Windsor, Quebec	Q3-2019
Storm	<u>Storm culvert</u> 250 linear ft of 120" CSP	Rio Tinto (IOC), Quebec	Q3-2019
Storm	<u>Storm culvert</u> 180 linear ft of 39" RCP	Rio Tinto (Jonquière), Quebec	Q3-2019
Sanitary	<u>Jersey City 96" CSO Phase 3-4</u> 30 linear of 96" RCP	Jersey City, NJ	Q3-2019
Potable Water	<u>Concrete Potable Water Tanks</u> 5000 sqft of concrete water tank	Front Royal, Virginia	Q3-2019
Sanitary	<u>Shengquan Road</u> 283 m ² of RCP 600-700 mm diameter	Sichuan Province, China	Q3-2019
Sanitary	<u>Ciyang Road</u> 203 m ² of 500 mm RCP	Sichuan Province, China	Q3-2019
Sanitary	<u>Qishan Rd</u> 385 m ² RCP 500 mm diameter	Sichuan Province, China	Q3-2019
Sanitary	<u>Wucaibingfen Road</u> 1000 mm diameter - Manhole Project	Sichuan Province, China	Q3-2019
Sanitary	<u>Suzhou Road</u> 75 m RCP 600-1400	Sichuan Province, China	Q3-2019
Storm	<u>Bin Jian Road</u> 2.5 km of 600-800 mm diameter RCP	Shanxi Province, China	Q4-2019
Storm	<u>Yingbin Jie</u> 1.3 km of sewer pipe between 400-800 mm	Shanxi Province, China	Q4-2019

2019 Projects

Project Type	Project/Description	Asset Owner	Completed
Storm	<u>Storm culverts</u> 824 linear ft of 72" CMP	City of Repentigny, Quebec	Q4-2019
Storm	<u>Storm culvert</u> 250 linear ft of 120" CSP	City of Saint-Basile, Quebec	Q4-2019
Sanitary	<u>Santa Cruz - SAGUAPAC Phase II-Part B</u> 1790 linear m of 1 m RCP Pipe (5873 linear ft of 39" RCP) 2842 m of 1.5 m RPC Pipe (9325 linear ft of 59" pipe)	SAGUAPAC (Santa Cruz, Bolivia)	Q4-2019
Storm	<u>AW Willis / Crosstown Culvert Rehab Phase II</u> 1200 linear ft of 54" Poured in Place Concrete Pipe	City of Memphis, TN	Q4-2019
Storm	<u>Trenchless Stormwater Rehab Annual Contract</u> 17 specific CMP Storm Water Culverts 150 linear ft of 48" 789 linear ft of 54" 193 linear ft of 60" 292 linear ft of 66" 194 linear ft of 72"	Gwinnett County, GA	Q4-2019
Storm	<u>Reconstruction of Runway 3L-2R</u> 359 linear ft of 54" Storm Pipe 456 linear ft of 72" Storm Pipe	Wayne County Airport Authority Wayne County, MI	Q4-2019
Storm	<u>Collective Storm Drainage Improvements Project Series C</u> 62 linear ft of 54" 394 linear ft of 72"	City of Charlotte, NC	Q4-2019
Storm	<u>Lincoln Field Providence RI</u> 100 linear ft of 72" RCP	Brown University	Q4-2019
Storm	<u>Cuff Brook Culvert Lining at Marion Road</u> 54 linear ft of 108" CMP	Town of Cheshire CT	Q4-2019
Storm	<u>Pecan Grove MUD Mayweather Outfall</u> 172 linear ft of 72" CMP 75 linear ft of 48" CMP	Pecan Grove Municipal Utility District, TX	Q4-2019
Sanitary	<u>Altoona 197</u> 460 linear ft of 48"x33" oval brick pipe	City of Altoona, PA	Q4-2019

2019 Projects

Project Type	Project/Description	Asset Owner	Completed
Storm	<u>Rehabilitation of Storm Water Management Detention Structures</u> 1276 linear ft of 84" CMP	County of Loudoun, VA	Q4-2019
Storm	<u>Washington Gas Culvert Rehabilitations</u> 216 linear ft of 84" CMP	Prince George's County MD	Q4-2019
Sanitary	<u>B Street / New Jersey Avenue Truck Sewer - 2019</u> 1642 linear ft of 174" Brick Sewer 914 linear ft of 180" Brick Sewer 489 linear ft of 204" Brick Sewer 135 linear ft of 216" Brick Sewer 200 vertical ft of Brick Manholes	DC Water	Q4-2019
Storm	<u>Garfield Elementary Pipe Lining</u> 500 linear ft of 84" CMP	Fairfax County, VA Dept of Public Works	Q4-2019
Sanitary	<u>City of Abilene, TC</u> 320 vertical ft of 48" manholes	City of Abilene, TX	Q4-2019
Storm	<u>Bradley Int Airport Contract No. 2018-013</u> 456 linear ft of 48" RCP	Connecticut Airport Authority	Q4-2019
Sanitary	<u>Lower Area Truck Sewer</u> Phase 1 - 100 vertical ft of 48" Manholes Phase 2 - 225 vertical ft of 48" Manholes	DC Water	Q4-2019
Storm	<u>Agimak River Culverts Rehabilitation</u> 200 linear m of 3000 mm CMP Culvert	Ontario Ministry of Transportation	Q4-2019
Storm	<u>Minnesota DOT Culvert Rehab</u> 450 linear ft of 60" CMP	Minnesota DOT	Q4-2019
Storm	<u>West Humbert Trail Culvert Rehab</u> 165 m linear ft of 2900 mm x 1825 mm	City of Toronto, Ontario Canada	Q4-2019
Storm	<u>State Route 156 - Ohio County</u> 239 linear ft of 84" CMP	Indiana DOT	Q4-2019
Storm	<u>Interstate 94 - LaPorte County</u> 187 linear ft of 65" x 40" CMP	Indiana DOT	Q4-2019
Storm	<u>Lake County DOT</u> 75 linear ft of 139" x 89" CMP	Lake County Department	Q4-2019
Storm	<u>Birch Drive</u> 139 linear ft of 48" CMP	Village of Shorewood, IL	Q4-2019

2018 Projects

Project Type	Project/Description	Asset Owner	Completed
Storm	<u>Lake Karylbrook Culvert</u> 202 linear ft of 48" CMP	Calvert County Public Works Department (Prince Frederick, MD)	Q1 – 2018
Storm	<u>Capital One</u> 800 linear ft of 60" RCP	Virginia DOT	Q1 – 2018
Storm	<u>ITC 36"/48" EcoCast Railroad</u> 300 linear ft of 36"	Intercontinental Terminals Company	Q1 – 2018
Sanitary	<u>Task 6 – Trinity Joy Sewer Repair</u> 670 linear ft of 78" Brick Sewer	Great Lakes Water Authority	Q1 – 2018
Sanitary	<u>Task 16 – Lynch Road Sewer Rehab</u> 240 linear ft of 90" non-reinforced concrete	Great Lakes Water Authority	Q1 – 2018
Sanitary	<u>Task 17 – B-54" Siphon Lining/Warren Rd</u> 998 linear ft of 54" Concrete Sewer	Great Lakes Water Authority	Q1 – 2018
Sanitary	<u>Eastside Interceptor</u> 2809 linear ft of 54" RCP 96 vertical ft of manholes	Bloomington Normal Water Reclamation District (Bloomington, IL)	Q1 – 2018
Storm	<u>AW Willis / Crosstown Culvert Rehab</u> 1000 linear ft of 8 ft Concrete Box Culvert	City of Memphis, TN	Q1 – 2018
Storm	<u>South Karori Stormwater Culvert Renewal</u> Lining 220 m (720 ft) of 1300mm (51") CMP	Wellington Water Limited (New Zealand)	Q1 - 2018
Sanitary	<u>Picasso Wet Well Repairs</u> Lining a SW chamber 4.5m x 3.5m x 4m deep (Walls, floor, and pipe penetrations) (~850 ft ²)	Fonterra	Q2 – 2018
Storm	<u>US 41 Sullivan County</u> 235 linear ft of 66" CMP	Indiana DOT	Q2 – 2018
Sanitary	<u>Village Creek SSR</u> 1020 linear ft of 54" RCP	City of Fort Worth, TX	Q2 – 2018
Storm	<u>Indiana University Memorial Stadium</u> 406 linear ft of 38" x 57" CMP Directly under Memorial Stadium football field	Indiana University	Q2 – 2018
Storm	<u>North McIntosh EcoCast</u> 180 linear ft of 54" CMP	City of Elberton, GA	Q2 – 2018

2018 Projects

Project Type	Project/Description	Asset Owner	Completed
Industrial	<u>WWTP Modifications – Structure Lining</u> Lining 2000 ft ² of above ground tank	Georgia Pacific	Q2 – 2018
Storm	<u>Walmart Superstore #2597 Drainage Rehab</u> 528 linear ft of 42" CMP	Walmart Corporation	Q2 – 2018
Storm	<u>Garden State Parkway MP 123.8 Culvert Rehab</u> 786 linear ft of 36" CMP	New Jersey Turnpike Authority	Q2 – 2018
Sanitary	<u>Giddings Brook Drain Rehabilitation/Doan Valley Tunnel</u> Total of 2,221 linear ft of Cast in Place Concrete and Limestone Box Tunnel including: 193 linear ft of 54" x 64" 638 linear ft of 84" x 64" 420 linear ft of 90" x 56" 285 linear ft of 96" x 56" 365 linear ft of 96" x 62" 320 linear ft of 85" x 50"	Northeast Ohio Regional Sewer District	Q3 - 2018
Storm	<u>2017 Macon-Bib County Central Business</u> 18 linear ft of 30" 192 linear ft of 48" 1542 linear ft of 54" 275 linear ft of 54" x 66"	Macon Water Authority (Macon, GA)	Q3 – 2018
Storm	<u>Canal WTP Improvements</u> 100 linear ft of 54" x 72" Brick Arch 385 linear ft of 96" x 96" Brick Arch	City of Columbia, SC	Q3 – 2018
Combined	<u>Route 6 and 10 CSO Rehab</u> 1000 linear ft of 60" Round Brick Pipe 425 linear ft of 34" x 51" Egg-Shaped Brick Pipe 300 linear ft of 30" x 45" Egg-Shaped Brick Pipe 500 linear ft of 38" x 57" Egg-Shaped Brick Pipe	Narragansett Bay Commission Providence, RI	Q3 – 2018
Sanitary	<u>Task 10 – Fox Creek Sewer Rehab</u> 136 linear ft of 174" Cast-in-Place Concrete 75 linear ft of 162" Cast-in-Place Concrete 25 linear ft of 126" Cast-in-Place Concrete 305 linear ft of 38" x 57" Cast-in-Place Concrete	Great Lakes Water Authority	Q3 – 2018

2018 Projects

Project Type	Project/Description	Asset Owner	Completed
Storm	<u>Bagley Road, CR27</u> 97 linear ft of 206" x 136" Pipe Arch	City of Middlebury Heights, OH	Q3 – 2018
Storm	<u>Indianapolis International Airport</u> Lining 120 linear ft of 128" CMP culvert under S. High School Road	Indianapolis International Airport Authority	Q3 – 2018
Storm	<u>INDOT I-69 Section 5 Culverts Rehab</u> 233 linear ft of 34" x 48" CMP arch culvert 307 linear ft of 40" x 59" CMP arch culvert	Indiana DOT	Q3 – 2018
Storm	<u>US42 & SR224 Culvert MED-42-6.75</u> Lining 308 linear ft of Tin 50" x 31" CMP Arched Culverts	ODOT District 3	Q3 – 2018
Storm	<u>Lucas County Sanitary Engineer Interceptor</u> Lining of 1827 linear ft of 90" RCP Sanitary Sewer 52 vertical ft of 96" Shaft 104 vertical ft of 48" diameter Manhole 1664 ft ² of containment structures	Lucas County Sanitary Engineer	Q3 – 2018
Storm	<u>Task 19 – 7 Mile Road Outfall Conduit at the Rouge River</u> 210 linear ft of 102" Cast in Place Concrete Pipe Transition to 10 linear feet of 120" x 120" Square Concrete Box	Great Lakes Water Authority	Q3 – 2018
Storm	<u>Hwy 101 MP 116.35 Lincoln City, OR</u> Lining 45 linear ft of 48" CMP	Oregon DOT (ODOT Region 2)	Q3 – 2018
Storm	<u>I-5 MP 84.9 Culvert Rehabilitation</u> Lining 245 linear ft of 36" x 56" Arched CMP	Oregon DOT (ODOT Region 3, District 7)	Q3 – 2018
Storm	<u>NHDOT Project 26162 Harts Location Culvert Rehab</u> 385 linear ft of 137" wide x 87" high steel plate arch	New Hampshire DOT	Q3 – 2018
Storm	<u>North Vancouver Culvert</u> 62 linear ft of 48" CMP	City of North Vancouver, BC Canada	Q3 – 2018
Sewer	<u>Manhole Rehab</u> 132 vertical ft of manholes	Village of Oak Lawn, IL	Q3 – 2018

2018 Projects

Project Type	Project/Description	Asset Owner	Completed
Sanitary	<u>Contract 1667 Saw Mill Run and Allegheny Interceptor</u> 13 linear ft of 36" x 48" Brick Pipe	Allegheny County Sanitary Authority (ALCOSAN)	Q3 – 2018
Storm	<u>Churchville Test Area Basin 1</u> 83 linear ft of 42" Storm Drain	US Army Aberdeen Proving Grounds	Q3 – 2018
Sanitary	<u>Santa Cruz – SAGUAPAC Phase II – Part A</u> Rehabilitacion De Emisarios De Alcantarillado Sanitario De Hormigon Armado 1564 linear m of 1.5 m RCP Pipe (5131 linear ft of 60") 2562 linear m of 1.2 m RCP Pipe (8409 linear ft of 48") 70 linear m of 1 m RCP Pipe (229 linear ft of 39")	SAGUAPAC (Santa Cruz, Bolivia)	Q4 - 2018
Storm	<u>CT DOT I-84 Yankee Expressway</u> 334 linear ft of 60" CMP 221 linear ft of 48" CMP 276 linear ft of 30" CMP	Connecticut DOT	Q4 - 2018
Storm	<u>2018 Lower Paxton Creek Drainage Improvements</u> 229 linear ft of 30" RCP 1511 linear ft of 36" RCP	Lower Paxton Township	Q4 - 2018
Storm	<u>Dobbins Airfield Drainage Rehabilitation</u> 668 linear ft of 36" CMP 2520 linear ft of 54" CMP	Dobbins Air Reserve Base, GA US Air Force	Q4 – 2018
Storm	<u>I-84 Section 449 PennDOT Dist 4</u> 400 linear ft 48" CMP 400 linear ft of 60" CMP	PennDOT District 4	Q4 – 2018
Storm	<u>Contract No. 18-04 CMP Lining</u> 120 linear ft of 36" CMP 368 linear ft of 48" CMP 131 linear ft of 64" x 43" Arched CMP 121 linear ft of 83" x 57" Arched CMP	City of Newark, DE	Q4 – 2018

2018 Projects

Project Type	Project/Description	Asset Owner	Completed
Storm	<u>Charlotte Stormwater – Exchange and Tarheel Streets</u> 90 linear ft of 90" CMP 90 linear ft of 120" CMP	Charlotte Stormwater Services	Q4 – 2018
Sewer	<u>City of Goldsboro</u> 75 linear ft of 30" Steel Casing	City of Goldsboro, NC	Q4 – 2018
Storm	<u>Abelwood Rd Storm Drainage Improvement</u> 233 linear ft of 72" CMP	Charlotte Stormwater Services	Q4 – 2018
Storm	<u>UNC Chapel Hill 60" Rehab</u> 50 linear ft of 60" RCP	University of North Carolina, Chapel Hill	Q4 – 2018
Storm	<u>Yingbin Jie</u> 1.3 km of RCP Sewer 400mm-800mm varying diameter between manholes	Datong Municipal Engineering Administration Shanxi Province, China	Q4 - 2018
Storm	<u>Eden Estates Stormwater Sewer Rehabilitation</u> 506 linear ft of 54" CMP	City of Greenwood, IN	Q4 – 2018
Sanitary	<u>COH Contract 4258-69</u> 173 linear ft of 48" RCP	City of Houston, TX	Q4 – 2018
Storm	<u>Waco VA Hospital</u> 20 vertical ft of 48" Manhole	US Department of Veterans Affairs	Q4 – 2018
Sanitary	<u>Con-183 DRI Sewer Repair</u> 1300 linear ft of 14' Cast in Place Concrete Crack Repairs	Great Lakes Water Authority	Q4 - 2018
Sanitary	<u>Lewiston ME Manhole Rehab</u> 84 vertical ft of 48" manholes	City of Lewiston, ME	Q4 - 2018
Storm	<u>River Road Culvert Rehab</u> 108 linear ft of 48"	City of Lewiston, ME	Q4 - 2018
Industrial	<u>Kazakhmys Energy Plant</u> 313 (1023') linear m of 1800 mm (71") steel pipe	Kazakhmys Energy	Q4 - 2018

2017 Projects

Project Type	Project/Description	Asset Owner	Completed
Sanitary	<u>15th Street Sewer Rehab</u> 410 linear ft of 54" Brick Arch Pipe	Augusta Utilities Department	Q1 - 2017
Sanitary	<u>Brody Interceptor</u> 35 linear ft of 42" RCP 50 linear ft of 48" RCP	City of East Lansing, MI	Q1 - 2017
Storm	<u>Eatonton EcoCast Rehab</u> 35 linear ft of 60"	City of Eatonton, GA	Q1 - 2017
Sanitary	<u>DC Water - Klinge Valley</u> Rehabilitation of 40 Manholes totaling 418 VF	DC Water Sewer Authority (Washington, DC)	Q2 - 2017
Sanitary	<u>DC Water 12th & F Street Extension (Phase II)</u> 365 linear ft of 75" Brick Pipe	DC Water Sewer Authority (Washington, DC)	Q2 - 2017
Storm	<u>Charms Rd Culvert</u> 63 linear ft of 38"x54	City of Wixom, MI	Q2 - 2017
Sanitary	<u>Santa Cruz - Radial 28 Rehab</u> 1116 linear meters of 1 m RCP (3661 linear ft of 39" RCP)	SAGUAPAC (Santa Cruz, Bolivia)	Q2 - 2017
Sanitary	<u>16 Avenue Sewer Tunnel Repair - Pilot Phase</u> 33 m (100 linear ft) section of 2600 mm (102") Cast in Place Sewer Tunnel (45 m cover)	York Region, Ontario, Canada	Q2 - 2017
Sewer	<u>Manhole 51 - Rising Main</u> Spray & Hand application of GeoSpray 94m ² (900 ft ²) internal area of MH Chamber	Watercare Services (Auckland, New Zealand)	Q2 - 2017
Industrial	<u>Zhezkazgan Power Plant</u> Lining of 105 linear meters of steel pipe 105 linear meters of 2400 mm pipe	Kazakhmys Energy	Q2 - 2017
Sewer	<u>Maketu Pump Stations Rehabilitation</u> Installation of over pumping/bypass system, cleaning & preparation works, application of GeoSpray to MH Lids and pump station/chamber walls + AMS post coat.	Western Bay of Plenty District Council (New Zealand)	Q2 - 2017
Storm	<u>North Decatur Square Storm</u> 242 linear ft of 48" CMP	Brent Scarbrough & Company (Fayetteville, GA)	Q3 - 2017
Storm	<u>City of Riegelwood, NC</u> Lining 30 linear ft of 48" RCP	City of Riegelwood, NC	Q3 - 2017
Storm	<u>Lake Victoria Culvert Rehab</u> 140 linear ft of 36" RCP 16 vertical ft of 48" Riser	Northwest Florida Water Management District	Q3 - 2017

2017 Projects

Project Type	Project/Description	Asset Owner	Completed
Storm	<u>Bridle Creek Dr - Culvert Rehab</u> 175 linear ft of 54" CMP	Town of Cary, NC	Q3 - 2017
Industrial	<u>Milliken Chemical - Dewey Plant Phase III</u> 190 vertical feet of 24-48" chemical manholes	Milliken Chemical (Inman, SC)	Q3 - 2017
Storm	<u>Farm to Market Road</u> 212 linear ft of 72" CMP	Broome County, NY	Q3 - 2017
Sanitary	<u>OMID Brick Sewer Repair</u> 110 Linear ft of 17' 9" diameter Cast in Place Pipe	Oakland Macomb Interceptor Drainage District Board	Q3 - 2017
Storm	<u>US 31 Fulton County</u> 149 linear ft of 54" CMP	Indiana DOT	Q4 - 2017
Storm	<u>ODOT Contract 170112</u> 154 linear ft of 72" RCP 145 linear ft of 42" RCP	Ohio DOT	Q4 - 2017
Storm	<u>JAA Airfield Drainage Rehab - Phase 4</u> 1600 linear ft of 36" RCP 1200 linear ft of 42" RCP 375 linear ft of 48" RCP 1325 linear ft of 66" RCP	Jacksonville Aviation Authority (Jacksonville, FL)	Q4 - 2017
Sanitary	<u>WWTP 2017 Improvements</u> 157 linear ft of 36" RCP Additional Chambers Lined (Approx. 96 ft ²)	Village of Libertyville, IL	Q4 - 2017
Sanitary	<u>2017 Sewer Lining and Repairs Task 1</u> <u>Telegraph and Franklin</u> 2 Manhole Installations (Approx. 60 vertical ft.)	Oakland County Water Resources Commission (Detroit, MI)	Q4 - 2017
Sanitary	<u>East Main Force Main</u> 1400 linear ft of 30" PCCP Force Main	Lake County Department of Public Works (Lake County, IL)	Q4 - 2017
Sanitary	<u>ODOT 160219</u> 101 linear ft of 54" Brick 727 linear ft of 66" Brick	Ohio DOT	Q4 - 2017
Sanitary	<u>American Geophysical</u> 30 linear ft of 84" x 126" Brick Pipe	DC Water Sewer Authority (Washington, DC)	Q4 - 2017
Sanitary	<u>Cheektowaga NY Manhole Rehab Phase II</u> <u>735 VLF of 48" Manholes</u>	Town of Cheektowaga, NY	Q4 - 2017
Sanitary	<u>Municipal of Fuzhou</u> 1800 VLM of 1m manholes (300 manholes)	Municipal of Fuzhou Fujian Province, China	Q4 - 2017

2016 Projects

Project Type	Project/Description	Asset Owner	Completed
Industrial	<u>Shell - Franklin</u> Lining 325 linear ft of 72" RCP	Trumbull Corp (Pittsburgh, PA)	Q1 - 2016
Storm	<u>Diffusion Project, Contract 2 Huntington, WV</u> Lining 58 linear ft of 54"	City of Huntington, WV	Q1 - 2016
Storm	<u>DO6-Culvert Rehab - FY2016</u> 194 linear ft of 84" CMP	Ohio DOT	Q1 - 2016
Sanitary	<u>COH 4258-71 R-2013-0050</u> 300 linear ft of 54" RCP 300 linear ft of 60-66" RCP 300 linear ft of 69-72" RCP	City of Houston, TX	Q1 - 2016
Storm	<u>Kashmir Road - Auckland, NZ</u> lining 50 m (150 linear ft) of 1800 mm (72") CMP	Auckland City Council, NZ	Q1 - 2016
Sanitary	<u>COH-CIPP 4258-63 EcoCast Change Order</u> 1500 linear ft of 72" RCP * Confirm	City of Houston, TX	Q1 - 2016
Storm	<u>2016 Storm Drainage Rehabilitation Project</u> Lining 220 linear ft of 66" RCP	City of Littleton, CO	Q2 - 2016
Storm	<u>Ingles #70</u> Lining 640 linear ft of 48" CMP	NHM Constructors (Asheville, NC)	Q2 - 2016
Sanitary	<u>City of Rock Island, IL</u> 320 linear ft of 48" Brick Pipe	City of Rock Island, IL	Q2 - 2016
Sanitary	<u>DC Water - Arthur Capper Center</u> Lining of 156 linear ft of 33" width by 49.5" height brick sewer	DC Water Sewer Authority (Washington, DC)	Q2 - 2016
Storm	<u>Haywood Road Utility Conversion</u> 85 linear ft of 96" CMP	South Carolina DOT	Q2 - 2016
Storm	<u>Arlington National Cemetery Phase 3</u> 154 linear ft of 30" diameter RCP pipe 153 linear ft of 36" diameter RCP pipe Additional 200 vertical ft of manhole rehabilitation	USACE - Baltimore	Q2 - 2016
Sanitary	<u>NCSD Combined Interceptor Phase 6</u> Lining of 204 linear ft of 60" RCP 359 linear ft of 66" of RCP Required lining around cross utility drinking water piping	North Charleston Sewer District, SC	Q2 - 2016
Storm	<u>Harris County - Holly Creek</u> Lining 50 Linear ft of 48" CMP	Harris County	Q2 - 2016
Sanitary	<u>COFW - Little Fossil Creek</u> Lining of 81 Vertical ft in 9 Manholes	City of Fort Worth, TX	Q2 - 2016

2016 Projects

Project Type	Project/Description	Asset Owner	Completed
Sanitary	<u>Tireman Sinkhole EcoCast Repair</u> 50 linear ft of 87" Brick Pipe - Emergency Sink Hole	City of Detroit Water & Sewerage, MI	Q2 - 2016
Sanitary	<u>DWSD Contract ER-50C John R & Adams Rd</u> 151 linear feet of 48" RCP	City of Detroit Water & Sewerage, MI	Q2 - 2016
Storm	<u>Sweet Wind Circle</u> Lining of 150 Linear ft of 48" CMP	City of Fair Oaks Ranch, TX	Q2 - 2016
Storm	<u>Quail Hollow Rehab</u> Lining 120 linear ft of 36" CMP 80 linear ft of 30" CMP Includes 25 vertical ft of structure rehabilitation	Charlotte Storm Water Services (Charlotte, NC)	Q3 - 2016
Storm	<u>Indiana DOT Contract R-34898-A</u> 310 linear ft of 72" CMP Culvert under US Hwy 31 in Peru, IN	Indiana DOT	Q2 - 2016
Sanitary	<u>EcoCast Pilot - City of Los Angeles</u> Lining of 528 linear ft of 49" Brick	City of Los Angeles, CA	Q3 - 2016
Storm	<u>MDOT - 13 Mile Road</u> Lining 400 linear feet of Twin 78" CMP Culverts	Michigan DOT	Q3 - 2016
Storm	<u>NHPP R100-237 Region 1 Along Front Range, Culvert Repair</u> Lining 1100 linear ft of 48" CMP Lining 252 linear ft of 50" CMP Lining 898 linear ft of 60" CMP Lining 124 linear ft of 6' x 7' Box Culvert	Colorado DOT	Q3 - 2016
Storm	<u>San Marcos Storm Drainpipe</u> Lining 270 linear ft of 48"	City of Pittsburg, CA	Q3 - 2016
Sanitary	<u>DC Water - F. Street Extension Phase I</u> 175 linear ft of 72" Brick Sewer	DC Water Sewer Authority (Washington, DC)	Q3 - 2016
Industrial	<u>City of Auburn - Penstock Rehabilitation</u> 150 linear ft of 126" Steel Additional 15 linear ft of flume with diameter 144"	City of Auburn, NY	Q3 - 2016
Storm	<u>ODOT 160265</u> 61 linear ft of 78" CMP	Ohio DOT	Q3 - 2016
Storm	<u>Calcasieu Parish - Bridge Culvert Rehabilitation</u> Lining of 150 Linear ft of 108" CMP	Calcasieu Parish Police Jury (Lake Charles, LA)	Q3 - 2016
Storm	<u>Aurora Colorado - City Center</u> Lining 730 Linear ft of 96" RCP	City of Aurora, CO	Q3 - 2016
Sanitary	<u>COH EcoCast Conversion</u> Lining of 1301 Linear ft of 72" RCP	City of Houston, TX	Q4 - 2016

2016 Projects

Project Type	Project/Description	Asset Owner	Completed
Sanitary	<u>COH Junction Box Rehab</u> Lining of 1488 ft ² of existing structure (12x12x25)	City of Houston, TX	Q4 - 2016
Storm	<u>Town of Medway, MA - Winthrop St Culvert</u> 40 linear ft of 72" CMP	Town of Medway, MA	Q4 - 2016
Storm	<u>Tottenville Square Shopping Center</u> 80 linear ft of 48" Corrugated HDPE	Rivercrest Realty Associates (Staten Island, NY)	Q4 - 2016
Industrial	<u>Balkhash Power Plant</u> Lining of 907.5 linear meters of steel pipe with multiple S-Curves and diameter changes 12 linear meters of 600 mm pipe 22 linear meters of 950 mm pipe 165 linear meters of 1200 mm pipe 39 linear meters of 1200 mm transition to 1800 mm 276 linear meters of 1600 mm pipe 49 linear meters of 1600 mm transition to 2400 mm 44 linear meters of 1800 mm transition to 2100 mm 50 linear meters of 2100 mm transition to 2400 mm 250.5 linear meters of 2400 mm pipe	Kazakhmys Energy	Q4 - 2016
Industrial	<u>Zhezkazgan Power Plant</u> Lining of 472.5 linear meters of steel pipe with multiple S-Curves and diameter changes 41 linear meters of 1000 mm pipe 5 linear meters of 1800 mm pipe 61 linear meters of 2200 mm pipe 250.5 linear meters of 2400 mm pipe 73 linear meters of 1600 mm transition to 1800 mm 42 linear meters of 2000 mm transition to 2200 mm	Kazakhmys Energy	Q4 - 2016
Storm	<u>Wattles Road</u> 170 linear ft of 12'10"x8'4" Arched Plate	City of Troy, MI	Q4 - 2016
Industrial	<u>Eastman Kingsport Upgrades</u> 14 (~140 linear ft) of approximately 36" Diameter Manholes	Eastman Chemical (Kingsport, TN)	Q4 - 2016

2015 Projects

Project Type	Project/Description	Asset Owner	Completed
Sanitary	<u>COH - Contract 59</u> Lining 951 linear ft of 54" RCP	City of Houston, TX	Q1 - 2015
Storm	<u>ShaTin Pass Road</u> Lining of 110 linear m of 1450 mm concrete and tile storm drain	Drainage Services Department (Hong Kong)	Q1 - 2015
Industrial	<u>Storm Water Outfall Rehab</u> Lining 71 manholes as part of rehabilitation of plant storm water system Approximately 550 Vertical ft	BASF Chemical Company (Wyandotte, MI)	Q2 - 2015
Storm	<u>Bexar County - Abbot Road Culvert Rehab #2</u> Lining 220 linear ft of 60" CMP	Bexar County Public Works (San Antonio, TX)	Q2 - 2015
Sanitary	<u>SAWS - South San Marcos St</u> Lining 387 linear ft of 42" RCP	San Antonio Water System (San Antonio, TX)	Q2 - 2015
Storm	<u>Bexar County - Chelmsford Oval</u> Lining 180 linear ft of 36"x48" CMP Culvert	Bexar County Public Works (San Antonio, TX)	Q2 - 2015
Sanitary	<u>City of Lake Wood Pipe Rehabilitation</u> Lining 154 linear ft of 60"x40" Egg Shaped Pipe	City of Lakewood, OH	Q2 - 2015
Storm	<u>City of Eagle Pass - Junction Box/30" Rehab</u> Lining 180 linear ft of 30" steel pipe 216 ft ² of junction box	City of Eagle Pass, TX	Q2 - 2015
Industrial	<u>Miller Coors - Golden Colorado</u> 2000 ft ² Chemical Pit Rehabilitation	Miller Coors (Golden, CO)	Q2 - 2015
Storm	<u>SR 446 Culvert Rehabilitation</u> 275 linear ft of 84" CMP under State Road 446 in Lawrence County, IN	Indiana DOT – Seymour District	Q3 - 2015
Storm	<u>University of North Georgia - Athletic Field Lot</u> Lining 380 linear ft of 48" CMP	Athletic Fields Parking Lot (Dahlonega, GA)	Q3 - 2015
Sanitary	<u>Hays - MH Rehab at Walden</u> Lining 17" deep manhole	Hays Utility North Corp. (Montgomery, TX)	Q3 - 2015
Storm	<u>Business Park Dr Underpass Culvert Corrosion</u> 256 linear ft of 184" diameter pipe arch Required additional steel for seismic concerns	City of Vista, CA	Q4 - 2015

2015 Projects

Project Type	Project/Description	Asset Owner	Completed
Industrial	<u>Eastman - Kingsport - 2015 2nd Phase CIPP and ECO</u> 14 manholes as part of smaller diameter CIPP repair Approximately 140 vertical ft	Eastman Chemical (Kingsport, TN)	Q4 - 2015
Storm	<u>2015 Incline Creek Restoration SR 28 Culvert Outfall</u> Lining 246 linear ft of 66"	Incline Village General Improvement District (Incline Village, NV)	Q4 - 2015
Storm	<u>Greenwood 48 Inch</u> Lining 2 side-by-side 55 linear ft culverts (CMP) of 48"x66" Total of 110 linear ft	Bexar County Public Works (San Antonio, TX)	Q4 - 2015
Storm	<u>Pipe Lining, Crutcho Creek Tributary D, Phase IV</u> Lining 400 linear ft of 96" CMP	City of Midwest City, OK	Q4 - 2015
Storm	<u>Brackin Alley Storm Sewer Rehab</u> Lining 304 linear ft of 36" CMP 715 linear ft of 48" CMP	City of Greenville, PA	Q4 - 2015
Sanitary	<u>Flex Davis 36" Clarifier Rehab</u> Lining 90 linear ft of 36" Including 1192 ft ² of additional structures	North Charleston Sewer District (North Charleston, SC)	Q4 - 2015
Sanitary	<u>COH-CIPP62 Change Order</u> Lining of 2100 linear ft of 60" RCP	City of Houston, TX	Q4 - 2015
Industrial	<u>Southern Company - Becks Alabama</u> 115 linear ft of 54" CMP	Southern Company	Q4 - 2015
Industrial	<u>Balkhash Power Plant</u> Lining of 622 linear meters of steel pipe with multiple S-Curves and diameter changes 307 linear meters of 2400 mm pipe 97 m of 1200-2100 mm pipe 218 m of 1000-1200 mm pipe	Kazakhmys Energy	Q4 - 2015
Industrial	<u>Milliken Chemical - Dewey Plant Phase II</u> 8 vertical feet of 72" diameter chemical manhole	Milliken Chemical (Inman, SC)	Q4 - 2015
Storm	<u>ODOT 150216 - Guernsey Co. - Culvert Rehab</u> 300 linear feet of 36" EcoCast Lining	Ohio DOT	Q4 - 2015

2014 Projects

Project Type	Project/Description	Asset Owner	Completed
Sanitary	<u>COH - Braeswood Rehabilitation</u> Lining 2800 linear ft of 72" RCP	City of Houston, TX	Q1 - 2014
Sanitary	<u>Jefferson & 24th</u> 220 linear ft of 60" Brick Pipe	City of Detroit, MI, Water & Sewerage	Q1 - 2014
Storm	<u>Woodside Ave I Magnolia Ave Storm Drain</u> Lining 700 linear ft of 54" CMP 320 linear ft of 48" CMP	City of Santee, CA	Q1 - 2014
Storm	<u>Florida DOT Culvert E5Q70</u> Lining 1630 linear ft of 60" CMP	FDOT District 5 (Orlando, FL)	Q1 - 2014
Storm	<u>Upper Bay Storm Water Rehab</u> Lining 142 linear ft of 36" CMP	City of Nassau Bay, TX	Q1 - 2014
Sanitary	<u>Washburn CSO Control Project</u> Lining 2780 linear ft of 66" Combined Brick Sewer	City of Springfield, MA	Q1 - 2014
Sanitary	<u>Kentucky Highway 9</u> Lining 2076 linear feet of egg-shaped sewer including brick, tile and concrete 1042 ft of 42" 98 ft of 48" 540 ft of 60" 395 ft of 66" 378 ft of 60"x40" 158 ft of 80"x60"	Sanitation District 1 (Newport, KY)	Q2 - 2014
Storm	<u>City of El Cajon - Sewer and Storm Drain Repair</u> Lining 1339 linear ft of 36" CMP 91 linear ft of 40" CMP 262 linear ft of 42" of CMP 151 linear ft of 48" of CMP	City of El Cajon, CA	Q2 - 2014
Storm	<u>Rado Drain Rehabilitation</u> Lining 4420 linear ft of 114" CMP	Hidalgo County Drainage District (Edinburg, TX)	Q2 - 2014
Storm	<u>Elliptical Pipe Rehabilitation Repair</u> Lining 675 linear ft of 48" x 72" Arched CMP	City of Rock Springs, WY	Q2 - 2014
Storm	<u>Bowman Road Culvert Rehabilitation</u> Lining 360 linear ft of 54" CMP (4 side by side culverts)	City of Round Rock, TX	Q2 - 2014
Sanitary	<u>COH - Morningside Rehab</u> Lining 580 linear ft of 54" RCP	City of Houston, TX	Q3 - 2014

2014 Projects

Project Type	Project/Description	Asset Owner	Completed
Storm	<u>KCIA Airfield Storm Drain Rehabilitation, C00831C13</u> Lining of 2015 linear ft of 30" RCP 3758 linear ft of 36" RCP 573 linear ft of 48" RCP Project Conducted on Active Airfield	King County International Airport (Seattle, WA)	Q3 - 2014
Industrial	<u>Lining Splitter Flume Rehabilitation</u> 20 ft x 20ft x 15 ft Splitter Flume at Paper Mill	Meadwestvaco Corp. (Phoenix City, AL)	Q3 - 2014
Storm	<u>O'Brien Rd</u> Lining 3 side-by-side 45 linear ft culverts (CMP) of 30"x42" Total of 135 linear ft	Bexar County Public Works (San Antonio, TX)	Q4 - 2014
Industrial	<u>Process Sewer and Manhole Rehabilitation</u> Lining of 47 manholes as part of chemical sewer rehab	Eastman Chemical Company (Kingsport, TN)	Q4 - 2014
Industrial	<u>Marathon Manhole Rehabilitation</u> Approximately 35,000 square ft of rehabilitation for 800 manholes, 185 catch basins and 103 drain basins	Marathon Oil (Garyville, LA)	Q4 - 2014
Industrial	<u>UID Suction Line Rehabilitation</u> Lining 360 linear ft of 60" steel suction pipe (vacuum)	United Irrigation District (Mission, TX)	Q4 - 2014
Sanitary	<u>Connecticut DOT Reconstruction of I-95 Over West River</u> Lining 558 linear ft of 72" RCP Sewer	Connecticut DOT	Q4 - 2014
Storm	<u>Lipscomb Phase 2 Rehab</u> Lining 942 linear ft of 80" x 84" Arched RCP	Fort Worth Storm Water Mgmt (Fort Worth, TX)	Q4 - 2014
Storm	<u>Garden State Parkway Exit 88</u> Lining 315 linear ft of 160"x101" Arched Plate CMP 315 linear ft of 60"x40" Arched Plate CMP 375 linear ft of 60"x42" Arched Plate CMP 150 linear ft of 112"x75" Arched Plate CMP	New Jersey Turnpike Authority	Q4 - 2014
Storm	<u>Ravenwood Drive Culvert</u> Lining 40 linear ft of 7.5 ft x 11.5 ft Arched Plate CMP 40 linear ft 48" CMP	Town of Middlebury, CT	Q4 - 2014
Sanitary	<u>COH - Washington Ave. Sanitary Rehab</u> Lining of 150 linear ft of 39" RCP	City of Houston, TX	Q4 - 2014
Storm	<u>ODOT District 8 - I-75 Butler County Pipe Rehabilitation</u> Lining 1032 linear ft of 60" CMP	Ohio DOT	Q4 - 2014

2014 Projects

Project Type	Project/Description	Asset Owner	Completed
Storm	<u>Monument Street - City of Baltimore</u> Lining 30 linear ft of 108" CMP	City of Baltimore, MD	Q4 - 2014
Storm	<u>Bexar County - Abbot Road Culvert Rehab</u> Lining 280 linear ft of 60"x80" CMP	Bexar County Public Works (San Antonio, TX)	Q4 - 2014
Sanitary	<u>Quan Xiu Road – Quanzhou</u> Lining of 60 vertical meters of manholes	Municipal of Quanzhou Fujian Province, China	Q4 - 2014

2013 Projects

Project Type	Project/Description	Asset Owner	Completed
Storm	<u>Keowee Key Golf Course</u> Lining 220 linear ft of 60" CMP 12 vertical feet of 96" CMP Pond Riser	Keowee Key Property Owners Assoc, Inc. (Salem, SC)	Q1 - 2013
Storm	<u>Cecil Airport Airfield Drainage Rehabilitation Phase II</u> Lining 355 linear ft of 54" RCP 725 linear ft of 60" RCP 450 linear ft of 66" RCP Additional inlet and structures of 600 ft ²	Jacksonville Aviation Authority, FL	Q1 - 2013
Sanitary	<u>WTP Sedimentation Basin Rehab</u> Rehabilitation of concrete walls and basin approximately 5,000 ft ²	Monteagle, TN	Q2 - 2013
Industrial	<u>Georgia Pacific</u> Lining 300 linear ft of 54" carbon steel non-potable water pressure pipe	Georgia Pacific (Cedar Springs, GA)	Q2 - 2013
Sanitary	<u>Arch Street Emergency Repair</u> Lining 60 linear ft of 66" brick combined sewer	City of Springfield, MA	Q2 - 2013
Sanitary	<u>City of Houston 4258-54-1 Mangum</u> Lining 160 linear feet of 60" RCP	City of Houston, TX	Q2 - 2013
Storm	<u>City of Sugar Land MH Rehab</u> Rehabilitation of 5 storm manholes Approximately 50 vertical ft	City of Sugar Land, TX	Q2 - 2013
Storm	<u>Fort Worth Trenchless Rehab Contract - WO2</u> Lining 634 linear ft of 80"x84" Arched RCP 296 linear feet of 102" x 84" Arched RCP	Fort Worth Storm Water Mgmt, TX	Q2 - 2013
Sanitary	<u>City of Houston 4258-54-2 Moody Park</u> Lining 4000 linear ft of 60" RCP Sewer	City of Houston, TX	Q2 - 2013
Sanitary	<u>DeKalb County</u> Lining 17 manholes totaling 158 vertical ft	DeKalb County, GA Dept of Watershed Mgmt	Q2 - 2013
Industrial	<u>Bayer Industrial</u> Lining 400 ft ² Junction Box	Bayer Industrial (Institute, WV)	Q2 - 2013
Industrial	<u>Dewey Chemical Plant</u> Lining 5 manholes and wet wells as part of process sewer rehab Approximately 50 vertical ft	Milliken & Company, SC	Q3 - 2013
Storm	<u>Reed Road Drainage Improvements</u> Lining 103 linear ft of 84" CMP	City of Smyrna, GA	Q3 - 2013

2013 Projects

Project Type	Project/Description	Asset Owner	Completed
Industrial	<u>Manhole Rehabilitation</u> Lining 4 Manholes in Process Sewer Rehab Approximately 40 vertical ft	International Paper (Vicksburg, MS)	Q3 - 2013
Sanitary	<u>ER-24E, DWS 867 Detroit River Interceptor</u> Lining 760 linear ft of 13' Poured in Place Concrete Pipe	Detroit Water & Sewerage Department, MI	Q4 - 2013
Storm	<u>Byrdhill Road Over Tributary Pipe Culvert Relining</u> Lining 200 linear ft of 66" Steel Culvert	Henrico County, VA	Q4 - 2013
Storm	<u>River Road, Weldon NC - NCDOT</u> Lining 85 linear ft of 108" CMP	NCDOT District 1, (Halifax, NC)	Q4 - 2013

2012 Projects

Project Type	Project/Description	Asset Owner	Completed
Sanitary	<u>GHR 450</u> Lining 880 linear ft 60" of RCP	City of Houston, TX	Q2 - 2012
Storm	<u>Drainage Pipe SR 212 at Wolf Creek</u> Lining 153 linear ft of 48" spiral ripped aluminized steel drainage pipe	FDOT - District 2 (Lake City, FL)	Q2 - 2012
Sanitary	<u>Posen Construction</u> Sub contracting lining of 110 linear ft of 46" RCP with transition to 48" RCP	Posen Construction (Detroit, MI)	Q2 - 2012
Storm	<u>Deerfield Dr. Culverts</u> Lining 3 Culverts total of 180 linear ft of 96" CMP	City of Kennesaw, GA - Public Works	Q2 - 2012
Storm	<u>Fulton County Stand by Miscellaneous Pipe Lining</u> Lining of 75 vertical feet of 48" diameter manholes	Fulton County Dept of Public Works (Atlanta, GA)	Q2 - 2012
Storm	<u>MC MUD 9 - Waldon on Lake Conroe Storm Sewer Repair</u> Lining of 130 linear ft of 66" CMP Outfall	HC MUD 9 (Conroe, TX)	Q2 - 2012
Sanitary	<u>City of Pasadena Golden Acres WWTP</u> Lining 320 square ft junction box Lining 40 linear ft 48" RCP	City of Pasadena, TX	Q2 - 2012
Sanitary	<u>Kokosing Construction - Columbia Parkway</u> Lining 500 linear ft of 60" Brick Pipe 600 linear ft of 36" Stacked Stone Pipes	MSD Cincinnati, OH	Q2 - 2012
Sanitary	<u>COH Large Diameter Pipe Rehab Contract #4258-51</u> 460 square ft of junction box Lining 880 linear ft of 72" RCP	City of Houston, TX	Q3 - 2012
Sanitary	<u>EPO North Side SPD-MLK-113010-001</u> Lining 5,800 square ft of 2 concrete junction boxes	City of Houston, TX	Q3 - 2012
Sanitary	<u>Costa Mesa Sanitary District Bristol Street Sewer Replacement Phase 2</u> Lining 60 vertical ft of 4 - 48" diameter manholes	Costa Mesa Sanitary District (Cosa Mesa, CA)	Q3 - 2012

2012 Projects

Project Type	Project/Description	Asset Owner	Completed
Storm	<u>Valley View Storm Drain Rehabilitation</u> Lining 60 linear ft of 88" CMP	City of Richmond, CA	Q3 - 2012
Sanitary	<u>Los Gatos Creek Trunk Sewer Rehab Project</u> <u>Arroyo Grande Drive, Los Gatos</u> Lining of 80 vertical ft of 48" diameter sanitary manholes	West Valley Sanitation (Campbell, CA)	Q3 - 2012
Sanitary	<u>Pipe Rating Lining Contract #6</u> Lining of 17 manholes average depth of 8 vertical ft	Metropolitan Sewerage District Buncombe County (Asheville, NC)	Q3 - 2012
Sanitary	<u>Canal WTP Rehabilitation</u> Lining 400 linear ft of 48" x 60" drainage tunnel at WasteWater Treatment Plant	City of Columbia, SC	Q4 - 2012
Storm	<u>Fort Worth Trenchless Rehab Contract - WO1 -</u> <u>Trinity Blvd</u> Lining 750 linear ft of 84" Pipe	Fort Worth Storm Water Mgmt (Fort Worth, TX)	Q4 - 2012
Storm	<u>Emergency Repair of Culverts Hurricane Ridge</u> Lining 264 linear ft of 36" CMP	Federal Highway Administration DOT (Olympia, WA)	Q4 - 2012
Sanitary	<u>Greenvalley Drive Pipe-Bursting</u> 30 vertical ft of 48" Diameter manholes	City of Winder, GA	Q4 - 2012
Storm	<u>Ohio District 6 Culvert – MRW-61-9-369</u> Lining 60 linear ft of 48" CMP	Ohio DOT, District 6	Q4 - 2012

2011 Projects

Project Type	Project/Description	Asset Owner	Completed
Storm	<u>IAH Maintenance Contract</u> Lining of 15 vertical ft of 48" diameter storm manholes	George Bush Intercontinental Airport (Houston, TX)	Q2 - 2011
Sanitary	<u>Sanitary Sewer Rehabilitation for the City of Oak Ridge, TN E-3</u> 22 vertical ft of 48" sanitary sewer manholes	City of Oakridge, TN	Q2 - 2011
Storm	<u>Fairfax County</u> Lining 190 linear ft of 33" CMP	Fairfax County, VA	Q3 - 2011
Industrial	<u>Eastman Chemical Sanitary Sewer Rehab</u> Lining 100 vertical ft of 7 - 48" diameter manholes	Eastman Chemical (Kingsport, TN)	Q3 - 2011
Sanitary	<u>Athens-Clarke County Barnett Shoals Sewer Rehab</u> Lining of 200 vertical ft of 48" diameter brick manholes (combined system)	Athens-Clarke County, GA	Q3 - 2011
Storm	<u>Dairy Ashford Storm Outfall Rehab</u> Lining 47 linear ft of 60" CMP	City of Houston, TX	Q3 - 2011
Storm	<u>Gwinnett County Multiyear Storm Water Rehab</u> Lining 327 linear ft of 42" 110 linear ft of 60" 71 linear ft of 72" 188 linear ft of 84" 81 linear ft of 96" 230 linear ft of 102" 20 linear ft of 72" box culvert 976 vertical feet of 48" diameter manholes	Gwinnett County, GA	Q3 - 2011
Storm	<u>City of Dunwoody Emergency Rehab</u> Lining 71 linear ft of 72" CMP	City of Dunwoody, GA	Q4 - 2011
Industrial	<u>Ford Proving Grounds</u> Lining 290 linear ft of 60" CMP	Ford Proving Grounds (Romeo, MI)	Q4 - 2011
Storm	<u>Fort Worth Storm Demo Project</u> Lining 25 linear ft of 84" CMP	Fort Worth Storm Water Mgmt (Fort Worth, TX)	Q4 - 2011
Sanitary	<u>COH Large Diameter Pipe Rehabilitation Contract #4258-46</u> Lining of 700 linear ft of 72" of RCP	City of Houston, TX	Q4 - 2011

MICHELS Trenchless, Inc.
Geopolymer Reference List



<u>Job</u>	<u>Year</u>	<u>Location</u>	<u>Proc.</u>	<u>Contract Value</u>	<u>Client</u>	<u>Contact</u>	<u>Phone</u>	<u>Cleaning & TV Performed</u>	<u>Prime or Sub</u>
22260503	2022	Seattle, WA	GeoPolymer	\$ 481,500.00	City of Seattle	Bobby Jones	206-276-1762	x	Prime
21010452	2021	Lucas County, OH	GeoPolymer	\$ 2,430,610.00	Lucas County	Nate Inkrutt	419-213-2926	x	Prime
21010451	2021	Georgetown University	GeoPolymer	\$ 1,228,751.00	Clark Construction	Carson Guendhart	410-387-3798	x	Sub
200451	2020	Owensboro, KY	GeoPolymer	\$ 1,652,174.00	Regional Water Resource Agency	Kristi Winkler	270-686-2811	x	Prime
200453	2020	Manitowoc, WI	GeoPolymer	\$ 138,035.00	Manitowoc County, WI	Marc Holsten	920-583-435	x	Prime
200458	2020	Austin, NV	GeoPolymer	\$ 1,447,038.50	Nevada DOT	Garret Queen	775-223-2857	x	Sub
200459	2020	San Jose, CA	GeoPolymer	\$ 568,000.00	San Jose, CA	Helena Choi	408-635-4010	x	Prime
200460	2020	Colchester, CT	GeoPolymer	\$ 522,465.00	Waters Construction	Ryan Thompson	203-334-6888	x	Sub
200462	2020	Kearney, NE	GeoPolymer	\$ 345,000.00	Nebraska Public Power	Harvey Benes	308-530-1148	x	Prime
200463	2020	Dodge County, WI	GeoPolymer	\$ 75,940.00	Dodge County, WI	Brian Field	920-386-3650	x	Prime
200464	2020	Lake Zurich, IL	GeoPolymer	\$ 102,700.00	Berger Exc	Kyle Berger	847-526-5457	x	Sub
200465	2020	Lafayette, IN	GeoPolymer	\$ 320,000.00	Reith - Riley Const	Brian Garrett	765-447-2324	x	Sub
134	2020	Peterborough, Ontario CA	GeoPolymer	\$ 778,000.00	City of Peterborough	Jeremy Campbell	05-742-7777 181	x	Prime
190451	2019	Bristol, PA	GeoPolymer	\$ 583,860.00	Bristol Township	Vanessa Nedrick	610-940-1050	x	Sub
190452	2019	Region of York, Ontario	GeoPolymer	\$ 53,000,000.00	York, ON, CAN	Paul Headland	301-979-7484	x	Sub
190453	2019	Woodford, VT	GeoPolymer	\$ 256,345.00	Alpine Construction	William P. Patenaude	518-695-6739	x	Sub
190453	2019	Lake County, IL	GeoPolymer	\$ 180,600.00	Berger Exc	Kyle Berger	847-526-5457	x	Sub
190453	2019	Vancouver, Canada	GeoPolymer	\$ 100,000.00	City of Vancouver, British Columbia, Canada	Call Ryan Oakley	780-231-7268	x	Prime
190506	2019	Toronto, Ontario, Canada	GeoPolymer	\$ 3,001,000.00	City of Toronto, Ontario, Canada	Call Ryan Oakley	905-872-4955	x	Prime
190506	2019	La Crescent, MN	GeoPolymer	\$ 130,000.00	Minnesota DOT	Call Willie Grahms	920-392-4589	x	Prime
190506	2019	Palos Hills, IL	GeoPolymer	\$ 99,000.00	Palos Hills, IL	Call John Manjak	312-350-0301	x	Prime
190506	2019	Oak Lawn, IL	GeoPolymer	\$ 50,000.00	Village of Oak Lawn, IL	Call John Manjak	414-940-4854	x	Prime
180508	2018	Carroll County, NH	GeoPolymer	\$ 304,575.00	CUH & Sons	Travis Sterns	207-212-2483	x	Sub
180512	2018	Harrisburg, PA	GeoPolymer	\$ 246,949.00	Ebersole Exc	Jeff Ebersole	717-367-3597	x	Sub
180513	2018	Toledo, OH	GeoPolymer	\$ 2,536,137.00	Lucas County	Matt Chioma	419-213-2926	x	Prime
180513	2018	Oak Lawn, IL	GeoPolymer	\$ 39,800.00	Village of Oak Lawn, IL	Call John Manjak	630-423-0809	x	Prime
70231	2017	Bloomington, IL	GeoPolymer	\$ 669,808.00	Bloomington Normal	Shawn Maurer	309-663-8435	x	Prime
70273	2017	Waukegan, IL	GeoPolymer	\$ 340,915.00	Berger Exc	Kyle Berger	847-526-5457	x	Sub
70273	2017	Lake County, IL	GeoPolymer	\$ 382,851.00	Lake County Dept of Public Works, IL	Chris Aspegren	847-526-5457	x	Prime

Terril Bentley

Project Manager/Estimator

PROFESSIONAL EXPERIENCE

2022-Present: **Project Manager/Estimator | Michels Trenchless, Inc. | Watertown, CT**

Daily obligations include estimating projects, preparing bid packages, management of crews, managers, attending pre-bid meetings, scheduling projects, assisting projects and other project managers. Help get projects started with submittals, schedules and other pertinent paperwork. Provide support to current projects in the form of change orders and project closeout.

2016 – 2022: **Project Manager/Estimator | Michels Pipe Services | Watertown, CT**

2000 – 2016: **Project Manager/Estimator | Mainlining Service, Inc./Mainlining America, LLC | Elma, NY**

Responsible for estimates on over 500 projects nationwide and over \$750 million worth of work. The projects involved small diameter cement and epoxy lining, large diameter cement lining, small diameter water main installation slip lining, temporary bypass installation and CIPP lining.

PROJECT PROFILES

Lucas County, OH – Geopolymer Line 1,953lf of 90" Sanitary Sewer

Georgetown University; Geopolymer Line 700lf of 96" & 108" Sanitary Sewer

Colchester, CT; Geopolymer Line 1,00lf of 72" & 84" CMP Storm Sewer

Owensboro, KY; Geopolymer Line 1,400lf of 72" Sanitary Sewer

Bristol, PA; Geopolymer Line 1,840lf of 30" & 36" Sanitary Sewer

TRAINING & CERTIFICATIONS

- OSHA 10-Hour
- OSHA 20-Hour
- Basics of Supervising
- First Aid/CPR/AED Certification
- Working at Heights
- Confined Space Awareness

MICHELS Trenchless, Inc.
Geopolymer Reference List



<u>Job</u>	<u>Year</u>	<u>Location</u>	<u>Proc.</u>	<u>Contract Value</u>	<u>Client</u>	<u>Contact</u>	<u>Phone</u>	<u>Cleaning & TV Performed</u>	<u>Prime or Sub</u>
21010452	2021	Lucas County, OH	GeoPolymer	\$ 2,430,610.00	Lucas County	Nate Inkrott	419-213-2926	x	Prime
21010451	2021	Georgetown University	GeoPolymer	\$ 1,228,751.00	Clark Construction	Carson Guendhart	410-387-3788	x	Sub
200451	2020	Owensboro, KY	GeoPolymer	\$ 1,652,174.00	Regional Water Resource Agency	Kristi Winkler	270-665-2811	x	Prime
200450	2020	Colchester, CT	GeoPolymer	\$ 522,466.00	Waters Construction	Ryan Thompson	203-334-6888	x	Sub
190451	2019	Bristol, PA	GeoPolymer	\$ 583,880.00	Bristol Township	Vanessa Nedrick	610-940-1050	x	Sub
190452	2019	Woodford, VT	GeoPolymer	\$ 286,345.00	Alpine Construction	William P. Palenaude	518-685-6739	x	Sub
190453	2019	Lake County, IL	GeoPolymer	\$ 180,600.00	Berger Exc	Kyle Berger	847-526-5457	x	Sub
190506	2019	La Crescent, MN	GeoPolymer	\$ 130,000.00	Minnesota DOT	Call Willis Grahms	920-392-4589	x	Prime
180506	2018	Carroll County, NH	GeoPolymer	\$ 304,575.00	CLH & Sons	Travis Sterns	207-212-2483	x	Sub
180512	2018	Harrisburg, PA	GeoPolymer	\$ 246,949.00	Ebersole Exc	Jeff Ebersole	717-367-3597	x	Sub
180513	2018	Toledo, OH	GeoPolymer	\$ 2,535,137.00	Lucas County	Matl Choma	419-213-2926	x	Prime

Andrzej Maselek

General Foreman

PROFESSIONAL EXPERIENCE

Maintains and promotes a strong safety culture for all employees, vendors and customers and follows all safety policies, procedures and regulations.

Oversees the Division's Spray-In-Place Pipe (SIPP) operations & directs SIPP installation crews ensuring compliance

SIPP Installation Crew Member

PROJECT PROFILES

Lucas County, OH – Geopolymer Line 1,953lf of 90" Sanitary Sewer

Georgetown University; Geopolymer Line 700lf of 96" & 108" Sanitary Sewer

Colchester, CT; Geopolymer Line 1,00lf of 72" & 84" CMP Storm Sewer

Bristol, PA; Geopolymer Line 1,840lf of 30" & 36" Sanitary Sewer

TRAINING & CERTIFICATIONS

- OSHA 10-Hour
- Rough Terrain Forklift
- Geospray Application Machine
- First Aid/CPR/AED Certification
- Working at Heights
- Confined Space Awareness

Andrzej Maselek

Michels Trenchless, Inc.
Geopolymer Reference List



<u>Job</u>	<u>Year</u>	<u>Location</u>	<u>Prop.</u>	<u>Contract Value</u>	<u>Client</u>	<u>Contact</u>	<u>Phone</u>	<u>Cleaning & TV Performed</u>	<u>Prime or Sub</u>	
21010452	2021	Lucas County, OH	GeoPolymer	\$ 2,430,810.00	Lucas County	80" - 1,943lf	Nate Inhoff	419-213-2826	x	Prime
21010451	2021	Georgetown University	GeoPolymer	\$ 1,228,751.00	Clark Construction	96" - 361lf, 108" - 341lf	Carson Guendhart	410-387-3798	x	Sub
200460	2020	Colchester, CT	GeoPolymer	\$ 522,486.00	Waters Construction	72" - 600lf, 84" - 400lf	Ryan Thompson	203-334-6988	x	Sub
190451	2019	Bristol, PA	GeoPolymer	\$ 583,890.00	Bristol Township	Geopolymer lining, 650' of 30", 1180' of 36"	Vanessa Nedrick	610-940-1050	x	Sub
180452	2019	Woodford, VT	GeoPolymer	\$ 286,345.00	Alpine Construction	Geopolymer Lining of 82 LF of 64" CMP * 11	William P. Patenaude	518-685-6739	x	Sub
180506	2018	Carroll County, NH	GeoPolymer	\$ 304,575.00	CLH & Sons	Rehabilitation of approximately 400' 147" by .	Travis Sterns	207-212-2483	x	Sub
180512	2018	Harrisburg, PA	GeoPolymer	\$ 246,948.00	Ebersole Exc	229 LF of 30", 1,511 LF of 38" CMP storm dr.	Jeff Ebersole	717-387-3597	x	Sub
180513	2018	Toledo, OH	GeoPolymer	\$ 2,535,137.00	Lucas County	Rehabilitate 1800 L.F. 90" RCP Sewer Main,	Matt Choma	419-213-2826	x	Prime



Geopolymer Work Plan

48-Inch Santa Clara Force Main

1. Isolate and dewater pipe
2. Clean pipe in preparation for Geopolymer application
3. Apply Geopolymer using a combination of spin-cast and hand application
4. Access Locations:
 - Santa Clara Influent Structure 1
 - Santa Clara Influent Structure 2
 - 24in Blind Flange MH at STA 10+57) *excavate access pit
5. Work to be scheduled and performed in accordance with the project constraints and sequencing.

December 20, 2022

Subject: V-Wrap™ CFRP System Performance

To whom it may concern,

Structural Preservation Systems, LLC (STRUCTURAL) acknowledges, per the RFP requirements of subsection 1.05.6 of Specifications Section 3301 30.73, that STRUCTURAL (including all Structural Group entities) has not had any projects where the installed Structural Technologies V-Wrap™ CFRP system failed, did not perform as intended or where work was halted or abandoned prior to completion of the originally contracted scope of work.

If you should have any questions regarding this correspondence, or need any additional information, please contact me at mszoke@structural.net or by phone at 714.782.1514.

Sincerely,



Mike Szoke
Senior Branch Director

December 20, 2022

Re: Section 33 01 30.73 – CFRP Rehabilitation

Subject: Certified Applicator Letter

To Whom It May Concern:

This letter is to confirm that Structural Preservation Systems, LLC (STRUCTURAL) is a certified applicator of Structural Technologies' V-Wrap™ Carbon Fiber (CFRP) Systems. As required by the CFRP Specification Section 33 01 30.73, Structural Technologies, LLC, manufacturer and supplier of the V-Wrap™ system, certifies STRUCTURAL as an applicator and has a training program to instruct its applicators in the installation of the products. One clear benefit of selecting our products and installation team is the synergy created between top-of-the-line products and quality craftsmanship in the field. The selected project team has extensive history installing V-Wrap™ CFRP in pipeline structures.

We are eager to work with you and your group to support your pipeline's upgrades need on this project. If you should have any questions regarding this correspondence, or need any additional information, please contact me at apridmore@structural.net or by phone at 714.869.8824.

Sincerely,



Anna Pridmore, PhD
Vice-President, Pipeline Solutions

December 20, 2022

Re: Section 33 01 30.73 CFRP Rehabilitation

Subject: Team Experience Letter

To Whom It May Concern:

Structural Preservation Systems, LLC (STRUCTURAL) has over 150,000 man-hours worked on pipeline projects in the past five (5) years, and our crews have extensive experience working in pipeline structures. STRUCTURAL certifies that the superintendent and foreman able to perform the work each have a minimum of five (5) years of experience with a minimum of five (5) separate projects in large diameter (36-inch or greater) internal pressure pipeline repair projects utilizing CFRP liner as a stand-alone upgrade of pressure pipes without reliance on the host pipe for structural integrity. In addition to the superintendent, and foreman, STRUCTURAL will have at least one field QA/QC personnel throughout the project execution. STRUCTURAL's crew exceeds the experience requirement specified in the technical specification Section 33 01 30.73. Staffing for the project will include the following:

Executive Project Manager – Jason Alexander
Senior Project Manager – Stan Boshart
Project Manager – Adrian Muela
Superintendent – Sergio Lechuga
Foreman – Aldolfo Cepeda

Quality Assurance – Logan Trifone

If you should have any questions regarding this correspondence, or need any additional information, please contact me at mszoke@structural.net or by phone at 714.782.1514.

Sincerely,



Mike Szoke
Senior Branch Director

December 20, 2022

Subject: City of San Jose – YPP2 CFRP Rehabilitation

RE: Ancillary Equipment List

To whom it may concern:

Structural Preservation Systems, LLC (STRUCTURAL) confirms, per Specification 33 01 30.73 Section 1.05.5 requirements, that we will provide ALL ancillary equipment for the project including surface preparation equipment, ventilation, environmental controls units and generators. Below is a preliminary list of the equipment to be provided:

Description	Quantity	Power/Fuel Req'ts	Eq. Size
375 CFM Air Compressor	2	Diesel	10' L x 6' W x 6' H
HC 5000 Desiccant Dehumidifier	1	460 volt, 138 full load amps	14'L x 4'W x 6' H
18,000 CFM Dust Collector	1	Diesel	16'L x 9'Wx10'2"H
60KW In-line Heater	2	460 volt, 72 full load amps	3'L x 3'W x 3' H
Material Storage Trailer	1	Diesel	50'L x 8'W x 9'H
FRP Saturator Machine	2	110v	4' L x 2' W x 5' H
Light Tower	4	Diesel	TBD
Abrasive Blast Pot	3	Pneumatic	2'L x 2'W x 4'H
Tool Trailer	1	110v	50'L x 8'W x 9'H

Additionally, STRUCTURAL hereby provides a list of the personal protective equipment (PPE) that will be used by crew members throughout the implementation phase of this project:

- Hard Hat
- Steel Toe Boots
- Respirators
- Glasses
- Vests
- Knee Pads
- Rescue tripod
- Wristlets
- Tyvek Suits
- Rubber Boots
- Ear Plugs/Muffs

-
- Gloves

STRUCTURAL will provide this gear to its personnel and provide expectations of use for each as part of our safety training and safety briefings.

If you should have any questions regarding this correspondence, or need any additional information, please contact me at mszoke@structural.net or by phone at 714.782.1514.

Sincerely,



Mike Szoke
Senior Branch Director

10/10/14 - 10/10/14
10/10/14 - 10/10/14 - 10/10/14 - 10/10/14 - 10/10/14
10/10/14 - 10/10/14 - 10/10/14 - 10/10/14 - 10/10/14

structural

Structural Preservation Systems, LLC
1332 N Miller St. • Anaheim, CA 92806 • Phone: 714-891-9080
www.structural.net

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www.structural.net

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[illegible]

[illegible]

[illegible]

STRUCTURAL HAS BEEN IMPLEMENTING CFRP LINING UPGRADES IN PIPELINES FOR OVER 15 YEARS,

Name: Anna Pridmore, PhD
Vice President, Pipe Solutions
Subject Matter Expert

EDUCATION

UNIVERSITY OF CALIFORNIA, SAN DIEGO

Ph.D. in Structural Engineering

Focus Areas: Advanced Composites, Design, Material Science and Structural Analysis

SELECTED RELEVANT PROFESSIONAL EXPERIENCE

Structural Technologies (01/2013 - Current)

- ✓ Provides assistance to water, waste water, and power clients throughout North America and selected clients worldwide with feasibility studies, project management, and technical support related to rehabilitation of pipelines using CFRP materials as well as other structural repair technologies.
- ✓ Works with pipeline owners, including numerous nuclear power plants, on technical details related to contingency planning and repair of large diameter above ground and buried pipeline systems.
- ✓ Participates in focus area organizations, including authoring and presenting papers, and attending technical conferences.

SUBCOMMITTEE SECRETARY

- ✓ AWWA Subcommittee on CFRP renewal of PCCP (04/2010 - Current)
- ✓ Serves as secretary for AWWA subcommittee on CFRP Renewal and Strengthening of PCCP.

COMMITTEE MEMBER

- ✓ ASME Task Group on Repair by Carbon Fiber Composites (11/2012 - Current)
- ✓ Serves as committee member on ASME Task Group on Repair by Carbon Fiber Composites for class 2 and class 3 piping.

VICE PRESIDENT, WATER TRANSMISSION DIVISION, Fyfe Company, LLC (01/2010-12/2012)

- ✓ Technical lead for over 60 projects involving CFRP strengthening of large diameter pipelines.
- ✓ Worked with over ten nuclear plants on development of programs involving pipeline upgrade using internally applied carbon fiber and/or contingency planning for carbon fiber repairs immediately following pipeline inspections during scheduled outages.

SESSION MODERATOR, ASCE Pipelines (02/2010- 09/2010)

Reviewed and provided comments on papers and presentations for a session for ASCE Pipelines and served as the moderator during the presentation of the papers.

LECTURER, University of California, San Diego - Structural Engineering Department (01/2009-04/2010)

Instructor of record for SE142: Design of Composites Structures (Senior level course). Course involved lectures on theory as well as a hands-on laboratory component which addressed hand layup techniques, composite fabrication

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Document1 08/06/14

issues and uses in industry. Topics covered included composite classification, fiber and matrix types, manufacturing processes, determination of micromechanical properties, classical lamination theory, strength theories, first-ply-failure, joining, test methods and design.

BRIDGE ENGINEER/COMPOSITES CONSULTANT, Simon Wong Engineering (09/2009 –01/2010)

Composites Consulting, MWD

- ✓ Worked with the Metropolitan Water District of Southern California on a proposed multi-phase research project regarding the development of national standards for the design methodology related to CFRP strengthening of PCCP with broken pre-stressing wires.
- ✓ Principal investigator for proposed research scope for UCSD and Simon Wong Engineering

Bridge Design and Seismic Retrofit, Various Projects

Project engineer for seismic evaluation, retrofit/replacement design, environmental documentation, and design check for various new and existing historic bridge projects.

RESEARCH SCIENTIST, University of California, San Diego (09/2001 – 06/2009)

- ✓ Developed, assessed and validated composite renewal systems for rehabilitation of civil and bioengineering structures through analytical means, materials testing, and large scale experimental investigations.
- ✓ Coordinated the spending of large research grants.

SELECTED PIPELINE REHABILITATION PROJECT EXPERIENCE

- ✓ PSEG Hope Creek 144" PCCP
- ✓ Constellation Energy 102" PCCP
- ✓ WSSC 48, 54, 66, 72, 96" PCCP
- ✓ APS Cholla 84" PCCP
- ✓ Miami-Dade 48, 54, 96" PCCP
- ✓ MWD of Southern California 96" & 201" PCCP
- ✓ Howard County, MD 36" PCCP

A comprehensive list of over 70 pipeline project references is available upon request.

SELECTED TECHNICAL PRESENTATIONS

- ✓ Melchionna, J., **A.B. Pridmore** "Hope Creek Circulating Water Pipeline 2013 Carbon Fiber Upgrade" EPRI Nuclear Buried Pipeline Integrity Group (BPIG) Conference, 2014 Feb 19; Palm Coast, FL. (2011).
- ✓ **Pridmore, A.B.**, E. Zaharias "Advances in Surface Preparation and Repair Technology for Internal Upgrade of Large Diameter Pipelines" NACE Nuclear Coatings Conference, 2014 Jan 15; Orlando, FL. (2014).
- ✓ Mead, I.W., **A.B. Pridmore** "History of PCCP Management Program for Providence Water" AWWA Distribution Systems Symposium and Emergency Preparedness Conference, 2013 Sept 17; Itasca, IL. (2013).
- ✓ Cribb, M., **A.B. Pridmore** "Proactive Upgrade of Steel Pipelines during Scheduled Plant Outages" EPRI Nuclear Buried Pipeline Integrity Group (BPIG) Conference, 2012 Feb 22; Palm Coast, FL. (2012).
- ✓ Melchionna, J., **A.B. Pridmore** "Effective Specifications for CFRP Lining Systems" EPRI Nuclear Buried Pipeline Integrity Group (BPIG) Conference, 2011 July 11; St. Louis, MO. (2011).
- ✓ **Pridmore, A.B.** "Buried Pipeline Stepped Asset Management Practices" EPRI Nuclear Buried Pipeline Integrity Group (BPIG) Conference, 2011 Feb 15; Palm Coast, FL. (2011).
- ✓ **Pridmore, A.B.** "Case Study: Constellation Brandon Shores. 1,100 LF 102"PCCP: Carbon Fiber vs. Alternate Options" EPRI Nuclear Buried Pipeline Integrity Group (BPIG) Conference, 2010 July 12; Atlanta, GA. (2010).

SELECTED TECHNICAL PUBLICATIONS

- ✓ **Pridmore, A.B.**, R. Ojdovic, and M. Geraghty, "Fifteen Years of Lessons Learned: Design and Construction of CFRP Liners for Large Diameter Pipelines" *ASCE Pipelines Annual Conference, 2014 Aug 4-7; Portland, OR.* (2014).
- ✓ **Bian, S.** and **A.B. Pridmore**, "DC Water Rapid Repair of Waste Water Treatment Plant Piping System" *ASCE Pipelines Annual Conference, 2014 Aug 4-7; Portland, OR.* (2014).
- ✓ **Gipsov, M.P.**, **A.B. Pridmore**, "Conquering Construction Challenges during PCCP Rehabilitation" *ASCE Pipelines Annual Conference, 2014 Aug 4-7; Portland, OR.* (2014).
- ✓ **Acosta, P.** and **A.B. Pridmore**, "Tucson Water's Strengthening Approach to Address Thrust Restraint for PCCP", *ASCE Pipelines Annual Conference, 2014 Aug 4-7; Portland, OR.* (2014).
- ✓ **McReynolds, M.**, **B. Sleeper**, **M.S. Zarghamee**, **A.B. Pridmore**, "Retrofit of CFRP Installation to Meet Current Design Standards", *ASCE Pipelines Annual Conference, 2013 Jun 24-26; Fort Worth, TX.* (2013).
- ✓ **Terrero, R.A.**, **R. Coates**, **L. Aguiar**, **A.B. Pridmore**, **J. Alexander** "Miami-Dade Case Study: Managing and Minimizing Pipeline Outages through the Use of Carbon Fiber", *ASCE Pipelines Annual Conference, 2012 Aug 20; Miami, FL.* (2012).
- ✓ **Gipsov, M.**, **A.B. Pridmore**, "WSSC's Systematic Approach to the CFRP Liner Installation Process", *ASCE Pipelines Annual Conference, 2012 Aug 21; Miami, FL.* (2012).
- ✓ **Pridmore, A.B.**, **D. Caughlin**, "Metropolitan Utilities District of Omaha PCCP Asset Management Advancements", *ASCE Pipelines Annual Conference, 2012 Aug 21; Miami, FL.* (2012).
- ✓ **Rosenberg, D.**, **A.B. Pridmore**, "Combining CFRP Lining with Other Pipeline Rehabilitation Technologies", *ASCE Pipelines Annual Conference, 2012 Aug 20; Miami, FL.* (2012).
- ✓ **Cribb, M.**, **A.B. Pridmore** "Proactive Upgrade of Steel Pipelines during Scheduled Outages", *ASCE Pipelines Annual Conference, 2012 Aug 21; Miami, FL.* (2012).
- ✓ **Bian, S.**, **A.B. Pridmore**, **R. Loera**, **J. Marshall**, "Pipeline Rehabilitation amidst Environmentally sensitive Location", *ASCE Pipelines Annual Conference, 2011 Jul 23-27; Seattle, WA.* (2011).
- ✓ **Geraghty, M.**, **A.B. Pridmore**, **J. Sanchez**, "Transitioning from Leak Detection to Leak Prevention: Proactive Repair of Steel Pipelines Using Fiber Reinforced Polymer (FRP) Composites", *ASCE Pipelines Annual Conference, 2011 Jul 23-27; Seattle, WA.* (2011).
- ✓ **Loera, R.**, **A.B. Pridmore**, "How to Fund Pipeline Renewal: Transitioning from O&M funds to Capital Improvement Budgets", *ASCE Pipelines Annual Conference, 2011 Jul 23-27; Seattle, WA.* (2011).
- ✓ **Bologna, G.**, **A.B. Pridmore**, **M. Geraghty**, **J. Alexander**, "Power Generation Case Study: Feasibility of Carbon Fiber and Alternate Repair Methods", *ASCE Pipelines Annual Conference, 2011 Jul 23-27; Seattle, WA.* (2011).
- ✓ **Sleeper, W.**, **S. Arnold**, **A.B. Pridmore**, and **H. Carr**, "Carbon Fiber Reinforced Polymer (CFRP) As a Long Term Repair Solution-Based On the Reported Structural Properties of Tested CFRP samples Submerged in Water for Eight Years and In-Situ Field Inspection", *ASCE Pipelines Annual Conference, 2010 Aug 28-29; Keystone, CO.* (2010).
- ✓ **Pridmore, A.B.**, **G. Bologna**, and **H. Carr**, "Predicting Lifecycles of Carbon Fiber Liners for Pipeline Renewal", *NASST- No Dig Annual Conference, 2011 Mar 28-30; Washington DC.* (2011).
- ✓ **Yabrof, J. T.**, **Jimenez, R.**, **Borsheim, A.B. Pridmore**, "Rapid Emergency Pipeline Repairs Utilizing CFRP" *ASCE Pipelines Annual Conference, 2010 Aug 28-29; Keystone, CO.* (2010).
- ✓ **Gedalia, B.**, **A.B. Pridmore**, **H. Carr**, "New Application for Fiber Wrap Strengthening of Buried Pipelines" *ASCE Pipelines Annual Conference, 2010 Aug 28-29; Keystone, CO.* (2010).
- ✓ **Pridmore, A.B.** and **V.M. Karbhari**, "Structural response of near surface mounted CFRP strengthened reinforced concrete bridge deck overhang" *SSRP Report #2009-03, University of California, San Diego* (2009).

- ✓ **Pridmore, A.B.** and V.M. Karbhari, "Evaluation of Prefabricated FRP Structural Formwork Bridge Deck Systems" *Society for the Advancement of Material and Process Engineering (SAMPE) 53rd International Technical Conference* (2008).
- ✓ Karbhari, V.M., **Pridmore, A.B.**, Cheng, L., and C. Sikorsky, "FRP structural Stay-in-place Formwork as a Means of Rapid, Durable, and Cost Effective Construction of Bridge Decks" *Federal Highway Administration (FHWA) Accelerated Bridge Construction Conference* (2008).
- ✓ **Pridmore, A.B.** and V.M. Karbhari, "Reliability and Durability of Prefabricated FRP Deck Formwork Systems" *Society for the Advancement of Material and Process Engineering (SAMPE) 52nd International Technical Conference*, 2007 June 3-7; Baltimore, MD. (2007).

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Adrian Muela

LinkedIn: www.linkedin.com/pub/adrian-muela/12/b07/2a/

Background Experience:

Adrian has over 12 years of experience in the structural repair industry, with projects in the Petrochemical, Nuclear Power, Commercial, and Municipal markets. His experience as a project manager includes organizing, preplanning and executing successful projects ranging from \$100K - \$4.5M in revenue. Adrian specializes in project management of Carbon-Fiber Reinforced Polymer installation for pipe rehabilitation while being responsive to tight schedule constraints due to quick turnaround demands of the piping systems.

Core Competencies:

- Project Management
- Budgeting and Scheduling
- Job Cost Management
- Site Set-up and Logistics
- Quality Control Management
- Subcontractor / Supplier Relationships
- Safety Management
- Industrial Relations

Employment History:

- Structural Preservation Systems, LLC – Jan 2010 – Present
 - Project Manager, Oct 2015 – Present
 - Project Engineer, July 2010 – Sept 2015
 - Field Technician, Jan 2010 – July 2010
- Metro Ready Mix – May 2008 – July 2009
 - Assistant Plant Manager, Feb 2009 – July 2009
 - Quality Control Technician, May 2008 – July 2009
- MT Testing Company – June 2007 – Feb 2008
 - Field and Lab Concrete Testing Technician

Project Experience:

- Action Pipeline - \$2,111,100
Owner: City of Tucson Water
Scope: CFRP Repair of 26 – 20' Segments of 54in PCCP

A Structural Group Company

EDUCATION

- Bachelor of Science -
Concrete Industry
Management with a Minor In
Business Administration –
Middle Tennessee State
University – May 2008

AREAS OF EXPERTISE:

- Concrete Repair, Carbon
Fiber Pipe Rehabilitation,
Corrosion Control, Cathodic
Protection, Waterproofing,
Equipment Foundations,
Petrochemical Industry
Special Structures Rehab –
Sulfur Pits, Cokers, Cooling
Towers

YEARS OF EXPERIENCE

- 12 years

YEARS WITH FIRM

- 12 years

Adrian Muela

Project Manager

Project Experience Continued:

- Waukegan Effluent Forcemain - \$2,297,000
Owner: North Shore Water Reclamation District
Scope: CFRP Repair of 54 in PCCP
- Surry Nuclear Plant - \$2,400,000
Owner: Dominion Power
Scope: CFRP repair to Unit 1&2 circulating water pipes
- PPL Montana Colstrip - \$1,425,000
Owner: Talen Energy
Scope: CFRP repair to 72" PCCP & 54" steel pipe
- 1744 D Street NE Sewer Strengthening - \$2,600,000
Owner: DC Water
Scope: CFRP repair on 22' Brick Sewer Pipe
- South Texas Project - \$1,000,000
Owner: South Texas Nuclear Project
Scope: CFRP repair for 138" circulating water pipes for Unit 2
- Plaza East Deck & Garage - \$4,500,000
Owner: Plaza East Condominium
Scope: Plaza Deck, Pool & Garage Rehabilitation
- Miami-Dade Water 54" PCCP - \$1,500,000
Owner: City of Miami-Dade
Scope: Repaired 54-inch water transmission line using CFRP
- FPL Turkey Point Intake Cathodic Protection - \$4,300,000
Owner: Florida Power & Light
Scope: Impressed Current Cathodic Protection install in Unit 3&4 intake structure
- Shell 36201 Compressor Foundation - \$455,000
Owner: Shell Oil Company
Scope: Compressor Foundation Rehabilitation

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TECHNOLOGIES

Stan Boshart, Project Manager **Pipeline Solutions**

Education

Texas A&M University, Commerce – Bachelor of Science

Areas of Expertise

Nine years of experience in infrastructure repair market with a focus on Power Plant Outages and Oil and Gas Refinery Shut Downs. Managed 100+ projects involving pipeline upgrades, carbon fiber installation, concrete repair, and specialty coating systems.

Relevant Project History

- ✓ PSEG Hope Creek Nuclear Generating Station, Carbon Fiber Pipeline Upgrade - \$1.2M
- ✓ Oak Ridge Nuclear Laboratory, Carbon Fiber Pipeline Upgrade - \$1.3M
- ✓ APS Cholla Station, Carbon-Fiber Pipeline Upgrade - \$1.3M
- ✓ Miami-Dade Water & Sewer, Carbon Fiber Pipeline Upgrades - \$500k
- ✓ City of Tucson, Carbon Fiber Pipeline Upgrade - \$500k
- ✓ City of Phoenix, Carbon Fiber Pipeline Upgrade - \$200k
- ✓ PNM San Juan Generating Station, Carbon Fiber Pipeline Upgrade - \$2.2M
- ✓ Louisville Water Company, Carbon Fiber Pipeline Upgrade, \$800k
- ✓ DC Water RAS Pipeline, Carbon Fiber Pipeline Upgrade, \$713k
- ✓ WSSC Rockville, Carbon Fiber Pipeline Upgrade, \$1.3M
- ✓ Turkey Point Nuclear Generating Station, Cathodic Protection Installation, \$3.7M
- ✓ Chevron El Segundo, Concrete Repair, \$3.3M

SERGIO LECHUGA

STRUCTURAL
SUPERINTENDENT

Background Experience:

Sergio Lechuga has 19 years of experience in the construction rehabilitation industry. He has been involved in numerous projects in the commercial and public markets. In addition, his duties consist of supervise employees on multiple jobs to complete projects requirements and creates 2 week look ahead schedules; Develops specific goals and plans to prioritize, organize and accomplish the work; Accurately determinates the amount of material needed to complete all task; Assures that all work is completed per contract specifications; Trains employees in construction methods, operation equipment, safety procedures and company polices; Supervises subcontractor personnel to assure they are performing to their schedule and follow Structural's safety standers.

YEARS OF EXPERIENCE:

- 19 Years

Areas of Expertise:

- Concrete Repairs
- FRP Strengthening
- Post Tension Repairs
- Waterproofing
- Epoxy Injection
- Coatings
- Fireproofing
- Sandblast
- Hydroblast

Professional Participation:

- Fireproofing Standards, Testing, and Inspection (ICC)
- Reinforced Concrete Course (ICC)

Past Positions:

- Laborer - Fibrwrap - 2001 – 2003
- Leadman - Fibrwrap -2004 - 2007
- Foreman - Fibrwrap - 2008 - 2013
- Superintendent Fibrwrap - 2014 - 2015
- Superintendent – STRUCTURAL – 2015-2020

Project Experience:

- NAPI 210 Inch Pipe Farmington NM 2019 / 2020, 1.5 Million
- Dominion Surry Nuclear Power Plant Unit 2 Safety Related Cooling Line Fall Outage 2019, 5 Million
- STP (South Texas Project)Nuclear Power Plant Fall outage 2019, 1.8 Million
- Andeavor Port OF Long Beach Terminal Piles 2019, 200K
- IH – 27 Bridges CFRP Reinforcement Plainview TX 2019, 1.5 Million
- Palo Verder Nuclear Power Plant Spring Outage 2019, 2 Million
- Hatch Nuclear Power Plant Unit 2 outage 2019, 400K
- Entergy Waterford 3 Nuclear Generating Station Outage 2019, 550K
- STP (South Texas Project)Nuclear Power Plant Unit 1 Fall outage 2018, 2 Million
- Dominion Surry Nuclear Power Plant Unit 2 Safety Related Cooling Line Fall Outage 2018, 5.5 Million
- College Of The Desert Retrofit 2018, 800K
- Waco City of Phoenix Pipe #63, 150K
- Miami Fort Power Station 2018 1200 LF 132 Inch Pipe Rehabilitation, 2.7 Million
- OCSD (Orange County Sanitation District) 3200 LF 84 inch Pipe Rehabilitation, 3 Million

Adolfo Cepeda

STRUCTURAL
Superintendent

Background Experience:

Adolfo Cepeda has 17 years of experience in the construction rehabilitation industry. He has performed numerous repair projects for commercial, public and nuclear infrastructure. He is responsible for overseeing daily operations at worksite to ensure the completion of projects in a safe and efficient manner.

Areas of Expertise:

- Concrete Repairs
- FRP Strengthening
- Post-Tension Repairs
- Waterproofing
- Epoxy Injection
- Coatings
- Fireproofing
- Sandblasting
- Hydroblasting

Past Positions:

- STRUCTURAL - Superintendent – August 2005 - Present
 - Manage/lead large project crews throughout all phases of work scope (dewatering, surface preparation and CFRP installation)

Project Experience:

- **DTE Fermi Nuclear, Spring 2022**, Monroe, MI – Pipe Strengthening of (13) 144" PCCP segments with CFRP
- **Braidwood CWBD SLC Spring 2021**, Braceville, IL - Pipe Strengthening of 48" PCCP with SCL and CFRP (540 Total LF)
- **GLWA 7 Mile Winter 2021**, Detroit, MI – Emergency pipe strengthening of (11) 42" PCCP segments with CFRP
- **Surry Power Station Safety Related Pipe Repairs** (*Various Outages from 2018 – 2021*), Surry, VA – Safety Related Pipe Strengthening of Steel Inlet and Outlet Pipes
- **APS Palo Verde Pipe Strengthening** (*Various Outages from 2019 – 2022*), Tonopah, AZ – CFRP Repairs to 96" – 144" PCCP Segments in Circ Water Inlet and Outlet Pipes
- **Almaden Valley Pipeline 78-inch Diameter PCCP Anderson Valley Pipeline Spring 2018**, Santa Clara Valley Water District – 80 PCCP Pipe Segment Rehabilitation with V-Wrap CFRP System

TRAINING:

- Confined Space: Certification
- Abrasive Blasting Operator: Certifications
- Hazard Communication/GHS (HAZCOM): Awareness
- FRP Installer Certification: Modules 1-7
- FRP Carbon fiber Reinforcement Technician (SME Verified)
- OSHA 10 Construction Safety & Health
- OSHA 30 Certification
- Nuclear Safety Culture and SCWE

YEARS OF EXPERIENCE:

- 17 years

YEARS WITH THE FIRM:

- 17 years

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TECHNOLOGIES

Jason Alexander, VP Operations **Pipeline Solutions**

Education

California State University, Fullerton – Bachelor of Science

Areas of Expertise

Ten years of experience in infrastructure repair market managing operations of over \$250 million in project work. Managed 100+ projects involving pipeline upgrades, carbon fiber installation, concrete repair, and specialty coating systems.

Relevant Project History

- ✓ PSEG Hope Creek Nuclear Generating Station, Carbon Fiber Pipeline Upgrade - \$1.2M
- ✓ Oak Ridge Nuclear Laboratory, Carbon Fiber Pipeline Upgrade - \$1.3M
- ✓ APS Cholla Station, Carbon Fiber Pipeline Upgrade - \$1.3M
- ✓ Constellation Energy Brandon Shores, Carbon Fiber Pipeline Upgrades - \$8.2M
- ✓ Washington Suburban Sanitary Commission, Carbon Fiber Pipeline Upgrades - \$5.5M
- ✓ Miami-Dade Water & Sewer, Carbon Fiber Pipeline Upgrades - \$4.5M
- ✓ City of Tucson, Carbon Fiber Pipeline Upgrade - \$500k
- ✓ City of Phoenix, Carbon Fiber Pipeline Upgrade - \$200k
- ✓ Tri-State Energy Craig Station, Carbon Fiber Pipeline Upgrade - \$300k
- ✓ PNM San Juan Generating Station, Carbon Fiber Pipeline Upgrade - \$1.1M
- ✓ Louisville Water Company, Carbon Fiber Pipeline Upgrade, \$800k
- ✓ DC Water RAS Pipeline, Carbon Fiber Pipeline Upgrade, \$713k
- ✓ PPL Martins Creek, Carbon Fiber Pipeline Upgrade, \$160k
- ✓ Intermountain Power, Carbon Fiber Pipeline Upgrades, \$2.5M
- ✓ PPL Colstrip Station, Carbon Fiber Pipeline Upgrades, \$3.5M
- ✓ Metropolitan Water District, Carbon Fiber Pipeline Upgrades, \$2.2M

Resume

Logan Trifone

Structural Technologies
Project Manager

Background Experience:

Responsible for various aspects of project management and construction management at numerous industrial, nuclear and commercial job sites. Responsibilities included performing quantity take-offs, material procurement, equipment management, QA/QC implementation, production tracking, cost tracking, client communication/progress updates, submittal preparation, billing/invoicing, etc. Heavy involvement with pipe strengthening projects from both a field engineer and project management role. Experience with working in industrial and nuclear facilities all over the country.

EDUCATION

- Master of Science in Civil/Structural Engineering – West Virginia University

YEARS OF EXPERIENCE

- 5 Years

YEARS WITH FIRM

- 5 Years

Certifications / Training:

- NACE CIP Level I
- EIT (Engineer in Training)
- 10-Hour OSHA Construction Safety & Health
- OSHA 5810 Certification
- CPR and First Aid Certification
- NANTeL/Nuclear Trainings
 - Plant Access (Generic)
 - Fitness for Duty (Generic)
 - Confined Space (Plant Specific, Multiple Plants)
 - Fall Protection (Plant Specific, Multiple Plants)
 - FME (Plant Specific, Multiple Plants)
 - Human Performance HU (Plant Specific, Multiple Plants)
 - Equipment Clearance Order Holder (ECO) - STP
- Structural University (SGU) Trainings
 - Blood Borne Pathogens
 - HAZCOM Awareness
 - FRP Installer Certification
 - FRP Inspector Certification
 - Confined Space and Fall Protection Certifications
 - Nuclear Quality Assurance

Project Experience:

Structural Technologies – Project Engineer / Project Manager

May 2017 – Present

- | | |
|--|---------------|
| • DTE Fermi II Circ Water 144" Pipe Rehabilitation | February 2022 |
| • Duke Brunswick SW Header 28.5" CFRP Repairs | March 2022 |
| • Dominion Energy Surry SR Pipe Rehabilitation (Multiple Outages) | 2018 - 2021 |
| • South Texas Project 138" CW Pipe Rehabilitation (Multiple Outages) | 2018 - 2021 |
| • Davis Besse Nuclear Spring 2020 PCCP and Joint Repairs | March 2020 |

Resume

- Palo Verde APS PCCP Rehabilitation (Multiple Outages) 2019 - 2022
- Tucson Water 54" PCCP Rehabilitation January 2021
- Exelon Braidwood Generating Station SCL and CFRP 2020 - 2021
- GT Lohmeyer WWTP 60", 42", 36" PCCP Repairs September 2020
- Great Lakes Water Authority (GLWA) 48" CIP Rehabilitation Jun-Aug 2020
- Illinois Department of Transportation 54" Pipeline Rehabilitation Oct – Nov 2018
- Brandon Shores Emergency 54" Riser Repair Dec 2018
- Washington Suburban Sanitary Commission 36" Pipeline Rehabilitation April 2019
- Santa Clara Valley Water District 78" Pipeline Jan-Mar 2018

**SECTION 00 42 11
PROPOSAL TO CITY OF SAN JOSE**

FOR

9850 – YARD PIPING IMPROVEMENTS PHASE 2 PROJECT

Name of Bidder: **Mountain Cascade, Inc.**

Contact Information of Bidder: **David Hicks**

Submitter Name

Phone Number

Email

The representations herein are made under penalty of perjury.

To: The City of San José, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans and Specifications approved by the Director of Environmental Services on **November 4, 2022**, entitled **9850 – Yard Piping Improvements Phase 2** and approved for advertising and opening by the Director of Public Works on **November 9, 2022**, on file in the office of the Director of Environmental Services of the City of San José in City Hall, located at the San José-Santa Clara Regional Wastewater Facility, 700 Los Esteros Road, San Jose CA 95134; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San José, in the form of the copy of the contract on file in the office of the Director of Environmental Services to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Environmental Services as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for

such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San José, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San José.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A "List of Subcontractors".
3. A "Statement of Bidder's Experience".

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares under penalty of perjury as follows.

1. **In listing subcontractors in this bid, the bidder did not discriminate or give any preference to any person or firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. The bidder understands that any such discrimination or preference violates Chapter 4.08 of the Municipal Code.**
2. **Before submitting its bid, (a) the bidder affirmatively checked to confirm it had all the procurement documents – including addenda, notices, requests for information and the City's response to any requests for information, (b) the bidder reviewed such procurement documents and is knowledgeable about their contents and (c) the bid is based on and incorporates all such procurement documents.**

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond, no other signatures will be required.

NONCOLLUSION AFFIDAVIT

Project Title: 9850 — YARD PIPING IMPROVEMENTS PHASE 2

Mountain Cascade, Inc.

(print name)

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

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on 01/12/23

Mountain Cascade, Inc.

Legal Company Name

Corporation

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners), Corporation, Joint
Venture, etc.

By: **David Hicks**
Title: **V.P. of Estimating/Secretary**

City Business Lic. No.: 0260521210

Expiration Date: 03/15/2023

State Contractor Lic. No.: 422496

Expiration Date: 05/31/2024

Classification: A & HAZ

DIR Registration Number: 1000005190

Expiration Date: 06/30/2024

Federal I. D. No.: 94-2806169

Address:

Telephone:

Email:

estimating@mountaincascade.com

BID SCHEDULE OF QUANTITIES

for
9850 – YARD PIPING IMPROVEMENTS PHASE 2

Item	Spec. Section	Description	Unit	Quantity	Unit Price	Extension
Base Bid Items						
1	All	Completion of all Work included as part of the Contract Documents, except as specified under Items 2 through 18, for 9850–Yard Piping Improvements–Phase 2 Project.	LS	1	^{DH} 740,000 740,000	740,000
2	31 23 11	Cost for providing all shoring and bracing on all Bid Items below including but not limited to that as required by Sections 6700-6708 of the Labor Code.	LS	1	100,000	100,000
3	01 29 00 Part 1.09 and 1.10	Mobilization/Demobilization.	LS	1	500,000	500,000
4	01 11 00 Part 1.04B.1	Rehabilitation of the 120" Raw Sewage.	LS	1	400,000	400,000
5	01 11 00 Part 1.04B.2	Rehabilitation of the 84" Primary Effluent Pipe.	LS	1	685,000	685,000
6	01 11 00 Part 1.04B.3	Rehabilitation of the 84" Secondary Effluent Pipe.	LS	1	290,000	290,000
7	01 11 00 Part 1.04B.4 and not included in Bid Item 8 and 9	Rehabilitation of the 48" Santa Clara Force Main.	LS	1	^{DH} 5,301,000 5,301,000	5,301,000
8	01 11 00 Part 1.04B.4.b	All work associated with the SCFM Temporary Bypass Piping System and the Lamplighter Force Main Temporary Bypass Piping System.	LS	1	1,600,000	1,600,000
9	01 11 00 Part 1.04B.4.d and Part 1.04B.4.e	All work associated with the furnishing and installation of the bulkhead gate for the 66" RS at the Milpitas Structure and the bulkhead gate and guide system for the 84" RS at the Santa Clara Influent Structure 1.	LS	1	600,000	600,000
10	01 11 00 Part 1.04B.5	Rehabilitation of the 102" Nitrification Influent Pipe and the Nitrification Influent Junction Structure.	LS	1	260,000	260,000

Item	Spec. Section	Description	Unit	Quantity	Unit Price	Extension
11	01 11 00 Part 1.04B.6	Rehabilitation of the 102/96/78/66" Raw Sewage Pipe.	LS	1	3,900,000	3,900,000
12	01 11 00 Part 1.04B.7	Modifications/Improvements to the Effluent Junction Structure 1.	LS	1	290,000	290,000
13	01 11 00 Part 1.04B.7.h	Reinforcement of Existing Wood Closure on Effluent Junction Structure 1	LS	1	200,000	200,000
14	01 11 00 Part 1.04B.8	Modifications/Improvements to the Fish Screening Structure.	LS	1	300,000	300,000
15	01 11 00 Part 1.04B.9	Modifications/Improvements to the No.3 Water Wet Well.	LS	1	20,000	20,000
16	01 11 00 Part 1.04B.10	Allowance 1 – Maintenance/repair of the existing Settled Sewage (SES) Reroute System.	Force Account	1	\$300,000	\$300,000
17	01 11 00 Part 1.04B.11	Allowance 2 – Formal partnering.	Force Account	1	\$15,000	\$15,000
18	01 11 00 Part 1.04B.12	Allowance 3 – Contractor Assistance for 24" and 30" WTR3 Water Pipe Condition Assessment	Force Account	1	\$200,000	\$200,000
TOTAL BASE BID AMOUNT: <u>15,701,000</u>						

END OF SECTION

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**SECTION 00 42 12
BIDDER'S BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Mountain Cascade, Inc. as PRINCIPAL, and Liberty Mutual Insurance Company, a corporation duly organized under the laws of the State of MA and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San José (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AGGREGATE AMOUNT OF THE BID (including all bid alternates) of the Principal above named, submitted by said Principal to the City of San José, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, 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 (10%) OF THE TOTAL AGGREGATE AMOUNT OF THE BID, including all bid alternates.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San José, for certain construction specifically described as follows, for which bids are to be opened in the Office of the Director of Public Works, City of San José, City Hall, 200 E. Santa Clara St., 5th Floor, San Jose, CA 95113-1905, for

9850 – YARD PIPING IMPROVEMENTS PHASE 2

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement 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.

IN WITNESS WHEREOF, we have hereunto set our hands on this 3rd day of
January, 2023.

PRINCIPAL

SURETY

Mountain Cascade, Inc.

Legal Company Name

Liberty Mutual Insurance Company

Legal Company Name

(Affix Corporate Seal)

By

David Hicks

Title

V.P. of Estimating/Secretary

By

Victoria M. Campbell, Attorney-in-Fact

(Attach Notarization Acknowledgement)

Business Address 555 Exchange Court

Livermore, CA 94550

Business Address 255 California St., Ste 950

San Francisco, CA 94111

END OF SECTION

NOTARY ACKNOWLEDGEMENT (SURETY)

Use this form or substantive equivalent

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 _____)

On _____, before me, _____, personally appeared _____, 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 the 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 _____ (Seal)
Notary Public

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CALIFORNIA ALL-PURPOSE 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 Orange)

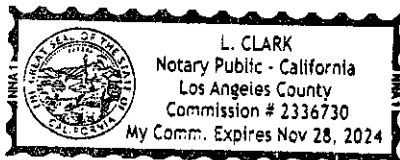
On JAN 03 2023 before me, L. Clark, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Victoria M. Campbell
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 *L. Clark*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: JAN 03 2023
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: **8205201-971932**

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, Khoi Tran, Victoria M. Campbell

all of the city of Los Angeles 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 April, 2021.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 5th day of April, 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
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 3rd day of January, 2023.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

**SECTION 00 43 25
STATEMENT OF BIDDER'S EXPERIENCE**

The bidder must provide a minimum of three (3) completed projects as references. The three (3) references must demonstrate the bidder's experience and ability to complete the construction work as required under the terms of the Contract. The three (3) completed projects used as references must meet the following requirements

- Requirement No. 1: The bidder must have been the general contractor on each of the projects.
- Requirement No. 2: The projects must have involved construction substantially similar to the construction for this Project. "Substantially similar" means the following:
- a) The original contract amount related to repair of existing pipelines was at least \$2.5 Million; and
 - b) The projects must have involved repair of existing pipelines with a minimum diameter of 36-inches utilizing any of the following methods: cured-in-place pipe rehabilitation, geopolymer mortar rehabilitation, carbon fiber-reinforced rehabilitation, concrete pipe crown repair, or epoxy coating of inside diameter of pipeline.
- Requirement No. 3: The substantial completion date for each project must have been after January 2010.
- Requirement No. 4: The bidder must have completed construction of at least two (2) of the projects at an operating wastewater treatment facility.

<u>Project Name/Location</u>	<u>Owner Name and Contact Information</u>	<u>Scope of Work</u>	<u>General Contractor (Y/N)?</u>	<u>Diameter of existing pipelines (Inches)</u>	<u>Methods used for repair of existing pipelines?</u>	<u>Completed within an operating wastewater treatment facility (Y/N)?</u>	<u>Initial Contract Amount related to repair of existing pipelines</u>	<u>Substantial Completion Date</u>
SEE ATTACHED SHEET STATEMENT OF BIDDER'S EXPERIENCE			Yes <input type="checkbox"/>			Yes <input type="checkbox"/>		
			No <input type="checkbox"/>			No <input type="checkbox"/>		
			Yes <input type="checkbox"/>			Yes <input type="checkbox"/>		
			No <input type="checkbox"/>			No <input type="checkbox"/>		
			Yes <input type="checkbox"/>			Yes <input type="checkbox"/>		
			No <input type="checkbox"/>			No <input type="checkbox"/>		

			Yes <input type="checkbox"/>			Yes <input type="checkbox"/>		
			No <input type="checkbox"/>			No <input type="checkbox"/>		

END OF SECTION

STATEMENT OF BIDDER'S EXPERIENCE

PROJECT NAME/LOCATION	OWNER NAME AND CONTACT INFORMATION	SCOPE OF WORK	GENERAL CONTRACT OR (Y/N)?	DIAMETER OF EXISTING PIPELINE (INCHES)	METHODS USED FOR REPAIR OF EXISTING PIPELINES?	COMPLETED WITHIN OPERATING WASTEWATER TREATMENT FACILITY (Y/N)?	INITIAL CONTRACT AMOUNT	SUBSTANTIAL COMPLETION DATE
Sewer Rehab & Sewer Main Reconstruction- Merced Street- Fresno, CA	City of Fresno Bill Herr 559-621-5614 bill.herr@fresno.gov	Cured in Place pipe rehabilitation in existing sewer mains, manhoile rehab, modification of interfering storm drain facilities	Yes	36",42" & 48"	cured-in-place pipe rehabilitation geopolymer mortar rehabilitation 48" manholes	No	\$7,398,497	Sept. 2020
Sewer Replacement & Rehab- Ashlan Avenue - Fresno, CA	City of Fresno Brian Kujawski 559-621-5294 brian.kujawski@fresno.gov	Removal and construction of existing and new sewr mains and manholes, construction of cured-in place liner, removal of existing 33" and replace with 36"	Yes	36"	cured-in-place pipe rehabilitation geopolymer mortar rehabilitation 48" manholes	No	\$5,427,752	Oct. 2014
Almaden Valley Inspection & Rehabilitation Project San Jose, CA	Santa Clara Valley Water District Christian Ruiz 408-630-2846 cruiz@valleywater.org	perform internal pipeline repair including carbon fiber reinforcement at three sites	Yes	84"	carbon fiber-reinforced rehabilitation	No	\$6,376,000	Milestone 9B completed Jan.2023
WPCF Primary Clarifier Conversion Hayward, CA	City of Hayward Suzan England 510-583-4400 suzan.england@hayward-ca.gov	modifications to convert an existing flotator-thickner tank into a fourth primary clarifier, work also includes new sludge and scum pumps and related piping geopolymer mortar rehabilitation	Yes	* rectangle strucutres	geopolymer mortar rehabilitation drying beds	Yes	\$2,993,824	Oct. 2016
Digester Facilities Improvement Project San Lorenzo, CA	Oro Loma Sanitary District Jimmy Dang 510-481-6981 jdang@oroloma.org	construction of two new clyndrical concrete anaerobic digesters with concrete covers,misc. electrical, instrumentation modifications, geopolymer mortar rehabilitaiton in an operational project	Yes	* clyndrical strucutres	geopolymer mortar rehabilitation digester	Yes	\$7,197,490	Apr-15

SECTION 00 43 36
LIST OF SUBCONTRACTORS

Instructions:

1. Complete this form by providing the following information clearly and accurately: the name of the Subcontractor, its California state contractor's license number, Department of Industrial Relations (DIR) Registration number, location of business, and a brief description of the work it will perform.
2. The designation of Subcontractors is required as described in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.
3. Bidder's have 24 hours from the time of the Bid Opening to provide any corrections to the state subcontractor license numbers and/or the DIR Registration Number that were submitted with the original proposal.

NAME OF SUBCONTRACTOR	STATE SUBCONTRACTOR LICENSE NUMBER	DIR REGISTRATION NUMBER	LOCATION OR PLACE OF BUSINESS	PORTION (DESCRIPTION) OF WORK
Structural Technologies	989353	1000025676	Anaheim, CA	Carbon fiber lining
Pulman SST	866480	1000003194	Benicia, CA ^{DH} Benicia, CA	Apoxly lining
Rain for Rent	904992	1000007030	Oakley, CA	Bypass
Insituform Techno ^{DH} Technologies	758411	10000048 ^{DH} 1000009689	Santa Fe Springs, CA	CIPP
Ashlar Structural	1057900	1000463035	Nanuet, NY	Geopolymer lining

SECTION 00 43 36
LIST OF SUBCONTRACTORS

Instructions:

1. Complete this form by providing the following information clearly and accurately: the name of the Subcontractor, its California state contractor's license number, Department of Industrial Relations (DIR) Registration number, location of business, and a brief description of the work it will perform.
2. The designation of Subcontractors is required as described in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.
3. Bidder's have 24 hours from the time of the Bid Opening to provide any corrections to the state subcontractor license numbers and/or the DIR Registration Number that were submitted with the original proposal.

NAME OF SUBCONTRACTOR	STATE SUBCONTRACTOR LICENSE NUMBER	DIR REGISTRATION NUMBER	LOCATION OR PLACE OF BUSINESS	PORTION (DESCRIPTION) OF WORK

SECTION 00 43 36
LIST OF SUBCONTRACTORS

Instructions:

1. Complete this form by providing the following information clearly and accurately: the name of the Subcontractor, its California state contractor's license number, Department of Industrial Relations (DIR) Registration number, location of business, and a brief description of the work it will perform.
2. The designation of Subcontractors is required as described in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.
3. Bidder's have 24 hours from the time of the Bid Opening to provide any corrections to the state subcontractor license numbers and/or the DIR Registration Number that were submitted with the original proposal.

NAME OF SUBCONTRACTOR	STATE SUBCONTRACTOR LICENSE NUMBER	DIR REGISTRATION NUMBER	LOCATION OR PLACE OF BUSINESS	PORTION (DESCRIPTION) OF WORK

END OF SECTION



**SECTION 00 91 13
ADDENDUM NO. 1**

**TO
PROCUREMENT DOCUMENTS
FOR THE**

9850 – YARD PIPING IMPROVEMENTS PHASE 2

ISSUE DATE: 11/22/2022

Notice is given that the following changes are hereby made to the procurement documents for the above-referenced project.

THIS ADDENDUM CONTAINS 6 PAGES
(Including attachments)



SPECIFICATIONS:

1. **Replace** the Notice to Contractors in its entirety with the Revised Notice to Contractors attached and included in this addendum (Addendum No.1).



**SECTION 00 91 13
ADDENDUM NO. 2**

**TO
PROCUREMENT DOCUMENTS
FOR THE**

9850 – YARD PIPING IMPROVEMENTS PHASE 2

ISSUE DATE: 11/29/2022

Notice is given that the following changes are hereby made to the procurement documents for the above-referenced project.

**THIS ADDENDUM CONTAINS 2 PAGES
(Including attachments)**



SPECIFICATIONS:

1. **Extend** the filing of bids deadline from 3:00 p.m. on December 15, 2022 to 3:00 p.m. on January 12, 2023 (Addendum No.2).
2. **Extend** the question submittal deadline from December 8, 2022 at 3:00 pm to December 29, 2022 at 3:00 pm (Addendum No.2).



**SECTION 00 91 13
ADDENDUM NO. 3**

**TO
PROCUREMENT DOCUMENTS
FOR THE**

9850 – YARD PIPING IMPROVEMENTS PHASE 2

ISSUE DATE: 12/05/2022

Notice is given that the following changes are hereby made to the procurement documents for the above-referenced project.

**THIS ADDENDUM CONTAINS 6 PAGES
(Including attachments)**



SPECIFICATIONS:

1. **Replace** the Notice to Contractors in its entirety with the Revised Notice to Contractors attached and included in this addendum (Addendum No.3).



San José-Santa Clara
Regional Wastewater Facility

SECTION 00 91 13
ADDENDUM NO. 4

TO
PROCUREMENT DOCUMENTS
FOR THE

9850 – YARD PIPING IMPROVEMENTS PHASE 2

ISSUE DATE: 12/19/2022

Notice is given that the following changes are hereby made to the procurement documents for the above-referenced project.

Approved By:

Dec 16, 2022

Mariana Chavez-Vazquez
Deputy Director

THIS ADDENDUM CONTAINS 142 PAGES
(Including attachments)



SPECIFICATIONS:

1. **Replace** Section 00 42 11 in its entirety with the revised Section 00 42 11 attached and included in this addendum (Addendum No. 4).
2. **Replace** Section 01 11 00 in its entirety with the Revised Section 01 11 00 attached and included in this addendum (Addendum No. 4).
3. **Replace** Section 01 14 00 in its entirety with the Revised Section 01 14 00 attached and included in this addendum (Addendum No. 4).
4. **Replace** Section 01 32 16 in its entirety with the Revised Section 01 32 16 attached and included in this addendum (Addendum No. 4).
5. **Replace** Section 01 35 25 in its entirety with the Revised Section 01 35 25 attached and included in this addendum (Addendum No. 4).
6. **Replace** Section 09 96 56 in its entirety with the Revised Section 09 96 56 attached and included in this addendum (Addendum No. 4).
7. **Replace** Section 31 23 19 in its entirety with the Revised Section 31 23 19 attached and included in this addendum (Addendum No. 4):
8. **Add** Section 33 13 13, attached and included in this addendum (Addendum No. 4).
9. **Add** Section 33 14 00, attached and included in this addendum (Addendum No. 4).
10. **Add** Section 40 05 19, attached and included in this addendum (Addendum No. 4).
11. **Add** Section 40 05 31.12, attached and included in this addendum (Addendum No. 4).
12. **Add** Section 40 05 61.23, attached and included in this addendum (Addendum No. 4).
13. **Add** Section 40 05 73.13, attached and included in this addendum (Addendum No. 4).



DRAWINGS:

1. **Replace** G-102-00 in its entirety with the Revised G-102-00 attached and included in this addendum (Addendum No. 4).
2. **Replace** G-103-00 in its entirety with the Revised G-103-00 attached and included in this addendum (Addendum No. 4).
3. **Replace** C-101-06 in its entirety with the Revised C-101-06 attached and included in this addendum (Addendum No. 4).
4. **Add** C-402-90, attached and included in this addendum (Addendum No. 4).
5. **Replace** C-501-90 in its entirety with the Revised C-501-90 attached and included in this addendum (Addendum No. 4).
6. **Replace** C-901-90 in its entirety with Revised C-901-90 attached and included in this addendum (Addendum No. 4).
7. **Replace** XC-401-61 in its entirety with the Revised XC-401-61 attached and included in this addendum (Addendum No. 4).
8. **Replace** XC-402-61 in its entirety with the Revised XC-402-61 attached and included in this addendum (Addendum No. 4).
9. **Add** XC-403-61, attached and included in this addendum (Addendum No. 4).
10. **Replace** C-401-61 in its entirety with the Revised C-401-61 attached and included in this addendum (Addendum No. 4).
11. **Add** C-502-61, attached and included in this addendum (Addendum No. 4).
12. **Replace** S-403-61 in its entirety with the Revised XC-401-61 attached and included in this addendum (Addendum No. 4).
13. **Add** S-501-61, attached and included in this addendum (Addendum No. 4).



San José-Santa Clara
Regional Wastewater Facility

SECTION 00 91 13
ADDENDUM NO. 5

TO
PROCUREMENT DOCUMENTS
FOR THE

9850 - YARD PIPING IMPROVEMENTS PHASE 2

ISSUE DATE: 1/05/2022

Notice is given that the following changes are hereby made to the procurement documents for the above-referenced project.

Approved By:

A black rectangular box redacting the signature of the Deputy Director.

Jan 5, 2023

Mariana Chavez-Vazquez
Deputy Director

THIS ADDENDUM CONTAINS 39 PAGES
(Including attachments)



**San José-Santa Clara
Regional Wastewater Facility**

SPECIFICATIONS:

1. **Replace** Section 00 43 25 in its entirety with the Revised Section 00 43 25 attached and included in this addendum (Addendum No. 5).
2. **Replace** Section 01 11 00 in its entirety with the Revised Section 01 11 00 attached and included in this addendum (Addendum No. 5).
3. **Replace** Section 40 05 37.71 Part 2.02B in its entirety with the following (Addendum No. 5):
4. **Replace** Section 40 05 31.12 in its entirety with the Revised Section 40 05 31.12 attached and included in this addendum (Addendum No. 5).
5. **Replace** Section 40 05 61.23 in its entirety with the Revised Section 40 05 61.23 attached and included in this addendum (Addendum No. 5).
6. **Replace** Section 40 05 73.13 in its entirety with the Revised Section 40 05 73.13 attached and included in this addendum (Addendum No. 5).

DRAWINGS:

1. **Add** S-006-00, attached and included in this addendum (Addendum No. 5).
2. **Replace** C-402-90 in its entirety with the Revised C-402-90 attached and included in this addendum (Addendum No. 5).
3. **Replace** C-501-90 in its entirety with the Revised C-501-90 attached and included in this addendum (Addendum No. 5).
4. **Replace** C-901-90 in its entirety with Revised C-901-90 attached and included in this addendum (Addendum No. 5).
5. **Replace** XC-401-61 in its entirety with the Revised XC-401-61 attached and included in this addendum (Addendum No. 5).
6. **Replace** XC-403-61 in its entirety with the Revised XC-403-61 attached and included in this addendum (Addendum No. 5).
7. **Replace** C-401-61 in its entirety with the Revised C-401-61 attached and included in this addendum (Addendum No. 5).
8. **Replace** C-402-61 in its entirety with the Revised C-402-61 attached and included in this addendum (Addendum No. 5).
9. **Replace** C-403-61 in its entirety with the Revised C-403-61 attached and included in this addendum (Addendum No. 5).
10. **Replace** S-402-61 in its entirety with the Revised S-402-61 attached and included in this addendum (Addendum No. 5).

Addendum No. 5 for the 9850 – Yard Piping Improvements Phase 2

Date: 1/5/2023

Page [2] of [39]



SECRETARY OF STATE
CERTIFICATE OF STATUS
DOMESTIC CORPORATION

I, BILL JONES, Secretary of State of the State of California, hereby certify:

That on the 31ST day of MARCH, 1982, MOUNTAIN CASCADE, INC. became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this day
of March 5, 1999.



Bill Jones
BILL JONES
Secretary of State



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

MOUNTAIN CASCADE INC

License Number 422496

to engage in the business or act in the capacity of a contractor in the following classifications:

A - GENERAL ENGINEERING CONTRACTOR
 HAZ - HAZARDOUS SUBSTANCES REMOVAL
 B - GENERAL BUILDING CONTRACTOR

Witness my hand and seal this day,

February 16, 2018

Issued May 10, 1982

Kevin J. Albanese, Board Chair

David R. Fögt, Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

Contractor Information

Legal Entity Name
MOUNTAIN CASCADE INC.

Legal Entity Type
Corporation

Status
Active

Registration Number
1000005190

Registration effective date
07/01/22

Registration expiration date
06/30/24

Mailing Address
PO BOX 5050 LIVERMORE 94551 CA United States of A...

Physical Address
555 EXCHANGE CT. LIVERMORE 94550 CA United State...

Email Address
estimating@mountaincascade.com

Trade Name/DBA
MOUNTAIN CASCADE INC.

License Number (s)
CSLB:422496
CSLB:422496

Registration History

Effective Date	Expiration Date
06/21/18	06/30/19
05/09/17	06/30/18
06/06/16	06/30/17
06/09/15	06/30/16
01/12/15	06/30/15
07/01/19	06/30/20
07/01/20	06/30/22
07/01/22	06/30/24



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **422496** Entry CORP
Business Name **MOUNTAIN CASCADE INC**

Classification(s) A HAZ

Legal Entity Information

Corporation Entity Number:
C1107487

Federal Employment Identification Number:
942806169

President Name:
Michael Duke Fuller

Vice President Name:
Roger Williamson

Treasurer Name:
Schelly Frades

Secretary Name:
David Hicks

CEO Name:
Michael Lee Fuller

Agency for Service:

Expiration Date 05/31/2024

www.cslb.ca.gov



555 Exchange Court, Livermore, CA 94550 (925) 373-8370 Fax (925) 373-8379

Certification by Secretary of Corporation Resolution

At the meeting of the Directors of Mountain Cascade, 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 by-laws of the corporation at its office on January 15, 2021 at which a quorum of the directors were present, the following resolution was adopted to wit:

Resolved, that Michael Lee Fuller, CEO, and/or Michael Duke Fuller, President, and/or David Hicks, Estimating Vice President and Secretary, and/or Schelly Frades, Treasurer, and/or Roger Williamson, Executive Vice President, is/are hereby authorized to sign contracts/agreements in the name of and on behalf of Mountain Cascade, Inc. The following individuals were also elected Assistant Secretary of the Corporation: Schelly Frades and Diana Fuller.

I, David Hicks Secretary of Mountain Cascade, Inc., do hereby certify that I am the Secretary of said corporation and that the above is a full, true and correct copy of a resolution of the Board of Directors of said corporation, duly adopted at the meeting held on January 15, 2021 and that said resolution has not been revoked or rescinded.

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


David Hicks
Secretary

Date

01/15/21

installation videos, submitted electronically for review and acceptance prior to final payment.

1.05 QUALIFICATIONS

A. Also see section 00 43 25 for bidder's required experience.

B. CONTRACTOR qualifications:

1. The CONTRACTOR performing the work shall be fully qualified, experienced and equipped to complete this work expeditiously and in a satisfactory manner and shall be an approved installer of CFRP as certified and licensed by the Manufacturer.
2. CONTRACTOR must meet or exceed the criteria contained within this section. Documentation, including on-site superintendent resumes, must be submitted with the proposal to fully demonstrate the minimum requirements as outlined within this section. Failure to provide the required information may result in determining a CONTRACTOR to be non-responsive.
3. The CONTRACTOR must have completed a minimum of five (5) independent installations of CFRP involving internal pipe rehabilitation projects in the past five (5) years. In addition, the CONTRACTOR shall have in place a minimum of five (5) CFRP systems used for internal rehabilitation of wastewater pipelines including CFRP layers and epoxy within the past five (5) years. For a project to be considered applicable, it must involve the following:
 - a. Internal application of CFRP on pipelines greater than 36-inch diameter, where the same CFRP system proposed for use on this project has been used as a stand-alone upgrade of the pipeline without reliance on the host pipe for structural integrity.
 - b. The minimum project length shall be 16 lineal feet of repair.
 - c. Project must have taken place in the United States or Canada.
 - d. Provide a list of project references meeting above requirements with CITY's contact information for each project.
4. CONTRACTOR shall provide certifications that the foreman and key supervisory staff available to perform the work have a minimum of five (5) years of experience in large diameter internal pipe repair projects using CFRP, with a minimum of five (5) internal pipe repair projects using CFRP per worker. A list of names, titles, and projects shall be provided.
5. CONTRACTOR is to provide documentation confirming that they will provide ancillary equipment for the PROJECT, including surface preparation equipment, ventilation, environmental controls units and generators. Include information on the equipment models for each typically utilized.
6. CONTRACTOR shall provide a list of any projects where the installed CFRP system failed, did not perform as intended (leak, rupture, CFRP disbonded/had to be removed during or after installation, etc.), or where work was halted or abandoned prior to completion of the originally contracted scope of work. Provide CITY contact information for any of the above referenced projects. If no projects occurred which meet these criteria, a letter stating such shall be provided. Failure to disclose or misrepresentation of this information shall be grounds for disqualification.

C. Manufacturer's qualifications:

1. The CFRP system provided by the Manufacturer must meet the minimum design strength specified as well as all material testing and qualifications outlined in of this section.
2. Manufacturer shall have in place a minimum of five (5) CFRP systems used for internal pipeline rehabilitation including CFRP layers and epoxy within the past five (5) years. In addition, the MANUFACTURER shall have in place a minimum of five (5) CFRP systems used for internal rehabilitation of wastewater pipelines including CFRP layers and epoxy within the past five (5) years. For a project to be considered applicable, it must involve the following:
 - a. Internal application of CFRP on pipelines greater than 36-inch diameter, where the same CFRP system proposed for use on this project has been used as a stand-alone upgrade of the pipeline without reliance on the host pipe for structural integrity.
 - b. The minimum project length shall be 16 lineal feet of repair.
 - c. Project must have taken place in the United States or Canada.
 - d. Written documentation that the CFRP design engineer is a licensed and registered Professional Engineer in the State of California and has designed a minimum of five (5) pipe rehabilitation projects using CFRP within the past five (5) years in similar applications.

1.06 NOTIFICATIONS

A. Notify the CITY and ENGINEER:

1. Immediately, when a collapsed pipe or other pipe failure is identified.
2. Immediately, when a sanitary sewer overflow or backup into a building/structure.
3. Immediately, if the site conditions for the work described are found to be unsafe or cannot be completed as specified.
4. Immediately upon identification of any defects posing imminent danger to the public (missing manhole/access lids, broken manhole/access covers, sink holes, etc.) and any observed pipe blockages, surcharging, or potential overflow conditions.

1.07 RESPONSIBILITY FOR OVERFLOWS AND SPILLS

- A. It shall be the responsibility of the CONTRACTOR to schedule and perform the Work in a manner that does not cause or contribute to incidence of overflows or spills of sewage from the sewer system.
- B. In the event that the CONTRACTOR's work activities contribute to overflows or spills, the CONTRACTOR shall immediately take appropriate action to contain and stop the overflow, cleanup the spillage, disinfect the area affected by the spill, and notify the CITY immediately. The CONTRACTOR shall be fully responsible for any damage or costs incurred due to sewer backups and overflows.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Delivery

1. Deliver material in Manufacturer's original unopened and undamaged packages.

6. Log of pulling forces measured during insertion.
7. Any other testing results or submittals specified in this section or required by applicable ASTM standards.

1.05 QUALIFICATIONS

- A. See section 00 43 25 for bidder's required experience.
- B. CONTRACTOR qualifications:
 1. The CONTRACTOR performing the work shall be fully qualified, experienced and equipped to complete this work expeditiously and in a satisfactory manner and shall be an approved installer of CIPP as certified and licensed by the Manufacturer.
 2. CONTRACTOR must meet or exceed the criteria contained within this section. Documentation, including on-site superintendent resumes, must be submitted with the proposal to fully demonstrate the minimum requirements as outlined within this section. Failure to provide the required information may result in determining a CONTRACTOR to be non-responsive.
 3. The CONTRACTOR must have completed a minimum of five (5) independent installations of CIPP involving internal pipe rehabilitation projects in the past five (5) years. In addition, the CONTRACTOR shall have in place a minimum of five (5) CIPP systems used for internal rehabilitation of wastewater pipelines within the past five (5) years. For a project to be considered applicable, it must involve the following:
 - a. Internal application of CIPP on pipelines greater than 36-inch diameter.
 - b. The minimum project length shall be 16 lineal feet of repair.
 - c. Project must have taken place in the United States or Canada.
 - d. Provide a list of project references meeting above requirements with CITY's contact information for each project.
 4. CONTRACTOR shall provide certifications that the foreman and key supervisory staff available to perform the work have a minimum of five (5) years of experience in large diameter internal pipe repair projects using CIPP, with a minimum of five (5) internal pipe repair projects using CIPP per worker. A list of names, titles, and projects shall be provided.
 5. CONTRACTOR is to provide documentation confirming that they will provide ancillary equipment for the PROJECT, including surface preparation equipment, lay-out, and curing equipment. Include information on the equipment models for each typically utilized.
 6. CONTRACTOR shall provide a list of any projects where the installed CIPP system failed, did not perform as intended (leak, rupture, had to be removed during or after installation, etc.), or where work was halted or abandoned prior to completion of the originally contracted scope of work. Provide CITY contact information for any of the above referenced projects. If no projects occurred which meet these criteria, a letter stating such shall be provided. Failure to disclose or misrepresentation of this information shall be grounds for disqualification.
- C. Manufacturer's qualifications:
 1. The CIPP system provided by the Manufacturer must meet the minimum design strength specified as well as all material testing and qualifications outlined in of this section.

2. Manufacturer shall have in place a minimum of five (5) CIPP systems used for internal pipeline rehabilitation within the past five (5) years. In addition, the Manufacturer shall have in place a minimum of five (5) CIPP systems used for internal rehabilitation of wastewater pipelines within the past five (5) years. For a project to be considered applicable, it must involve the following:
 - a. Internal application of CIPP on pipelines greater than 36-inch diameter.
 - b. The minimum project length shall be 16 lineal feet of repair.
 - c. Project must have taken place in the United States or Canada.
- D. Written documentation that the CIPP design engineer is a licensed and registered Professional Engineer in the State of California.

1.06 NOTIFICATIONS

- A. Notify the CITY and ENGINEER:
 1. Immediately, when a collapsed pipe or other pipe failure is identified.
 2. Immediately, when a sanitary sewer overflow or backup into a building/structure.
 3. Immediately, if the site conditions for the work described are found to be unsafe or cannot be completed as specified.
 4. Immediately upon identification of any defects posing imminent danger to the public (missing manhole/access lids, broken manhole/access covers, sink holes, etc.) and any observed pipe blockages, surcharging, or potential overflow conditions.

1.07 RESPONSIBILITY FOR OVERFLOWS AND SPILLS

- A. It shall be the responsibility of the CONTRACTOR to schedule and perform the Work in a manner that does not cause or contribute to incidence of overflows or spills of sewage from the sewer system.
- B. In the event that the CONTRACTOR's work activities contribute to overflows or spills, the CONTRACTOR shall immediately take appropriate action to contain and stop the overflow, cleanup the spillage, disinfect the area affected by the spill, and notify the CITY immediately. The CONTRACTOR shall be fully responsible for any damage or costs incurred due to sewer backups and overflows.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Delivery
 1. Deliver material in Manufacturer 's original unopened and undamaged packages.
 2. Clearly identify Manufacturer, brand name, product identification, batch number, storage conditions, mixing ratios, and shelf-life.
 3. Packages showing indications of damage that may affect condition of contents are not acceptable.
- B. Storage
 1. Storage of all materials and equipment on site shall be in areas using designated access locations, under protective cover and protected from damage.
 2. Store materials in areas where temperatures conform to Manufacturer 's written recommendations and instructions.

E. Work Plan

1. CONTRACTOR shall submit a Work Plan describing the geopolymer mortar installation. The submittal shall include at least the following:
 - a. Access location.
 - b. Site plan sketch showing dimensions of access within work limits and utilities.
 - c. Approximate installation rate (feet/day).
 - d. Preparation steps required for pre-installation.
 - e. Bypass system establishment.
 - f. Site health and safety plan.
 - g. Traffic control plan which provides for the passage of pedestrians and vehicles.
 - h. Pipe crown restoration procedures.
 - i. Geopolymer mortar installation procedures.
 - j. Equipment setup, curing, sampling, testing, startup and acceptance.
 - k. Clean up and restoration.
 - l. Appropriate excavation/backfill/resurfacing procedures.
2. CONTRACTOR shall prepare and submit a detailed schedule describing the work to be accomplished prior to the start of the shutdown and work to be accomplished during each shift during the shutdown. Detail daily activities and manpower used at each site. If CITY or ENGINEER deems any schedule to be inadequate to secure the completion of work, CONTRACTOR shall correct and re-submit schedules to change the order of prosecution of work to ensure proper and timely execution.

F. Quality Control

1. Pre-installation and post-installation videos as required herein, and in Section 33 01 30.16- Television Inspection of Pipelines and Section 33 01 30.41- Gravity Pipeline Cleaning, for review prior to the installation process and all post installation videos, submitted electronically for review and acceptance prior to final payment.

1.05 QUALIFICATIONS

- A. The CONTRACTOR performing the work shall be fully qualified, experienced and equipped to complete this work expeditiously and in a satisfactory manner and shall be an approved installer of geopolymer mortar as certified and licensed by the Manufacturer.
- B. CONTRACTOR must meet or exceed the criteria contained within this section. Documentation, including on-site superintendent resumes, must be submitted with the proposal to fully demonstrate the minimum requirements as outlined within this section. Failure to provide the required information may result in determining a CONTRACTOR to be non-responsive.
- C. CONTRACTOR shall have a minimum of five (5) years' experience in the application of geopolymer mortar for sanitary sewer systems.
- D. The Manufacturer shall submit documentation and verifiable references for installing the proposed geopolymer mortar in a minimum of 250,000 square feet for structure qualifications.

- E. The Manufacturer shall submit documentation and verifiable references for installing the proposed geopolymer mortar in a minimum of 500,000 linear feet of large diameter (>36 inch) horizontal pipe for pipeline qualifications.
- F. The CONTRACTOR shall submit a certified statement from the Manufacturer that he/she is a certified and/or licensed installer of the approved product.
- G. The CONTRACTOR shall be capable of providing crews and equipment as needed to complete this work without undue delay and as required by this section. CONTRACTOR assigned staff shall have a minimum of two (2) years of experience with geopolymer mortar applications.
- H. The CONTRACTOR must submit a work plan showing how the work shall be scheduled and coordinated.
- I. The on-site project superintendent shall have experience that includes at least three (3) years of experience in geopolymer mortar applications and have worked for the CONTRACTOR for the last six (6) months. The on-site superintendent shall be available for the entire duration of the Project. Any substitution of the superintendent individual submitted with the CONTRACTOR's proposal shall be approved by the CITY in writing.
- J. The CITY reserves the right to approve or disapprove the CONTRACTOR, based on the submitted qualifications.

1.06 NOTIFICATIONS

- A. Notify the CITY and ENGINEER:
 - 1. Immediately, when a collapsed pipe or other pipe failure is identified.
 - 2. Immediately, when a sanitary sewer overflow or backup into a building/structure.
 - 3. Immediately, if the site conditions for the work described are found to be unsafe or cannot be completed as specified.
 - 4. Immediately upon identification of any defects posing imminent danger to the public (missing manhole/access lids, broken manhole/access covers, sink holes, etc.) and any observed pipe blockages, surcharging, or potential overflow conditions.

1.07 RESPONSIBILITY FOR OVERFLOWS AND SPILLS

- A. It shall be the responsibility of the CONTRACTOR to schedule and perform the Work in a manner that does not cause or contribute to incidence of overflows or spills of sewage from the sewer system.
- B. In the event that the CONTRACTOR's work activities contribute to overflows or spills, the CONTRACTOR shall immediately take appropriate action to contain and stop the overflow, cleanup the spillage, disinfect the area affected by the spill, and notify the CITY immediately. The CONTRACTOR shall be fully responsible for any damage or costs incurred due to flow backups and overflows.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Delivery
 - 1. Deliver material in Manufacturer's original unopened and undamaged packages.

EXHIBIT 5



555 Exchange Court, Livermore, CA 94550
Phone: (925) 373-8370 Fax: (925) 373-8379
SCL No. 422496 "A", DIR No. 1000005190

MCI Bid 2023007

January 27, 2023

Via Overnight Delivery and E-mail: Lauren.Profeit@sanjoseca.gov

Lauren Profeit
CIP Procurement
Department of Public Works
200 E. Santa Clara St.
San Jose, CA 95113

Subject: City of San Jose
9850 - Yard Piping Improvements Phase 2
Response to Bid Protest of Michels

Dear Ms. Profeit:

Upon considering the bid protest by Michels, Mountain Cascade, Inc. ("MCI") thought it important to furnish the following material facts for consideration by the City of San Jose (the "City"). The two claims offered by Michels for disqualifying MCI's proposal are: (1) an unsupported claim that projects listed by MCI (ref: Section 00 432 25 Statement of Bidder's Experience form) do not satisfy the five experience criteria; and (2) the onsite superintendent resume with specific Carbon Fiber Reinforced Polymer (CFRP) lining experience is not a part of MCI's Bid Proposal. Notably, Michels produces none of the legal authority or factual basis as promised supporting its protest claims.

First, the projects listed on MCI's Statement of Bidder's Experience form meet the requisite goals listed therein, the facts of which the City confirmed. Notwithstanding MCI's compliance, Michels' claim, proffered upon unsupported interpolation and speculation, offers no facts or legal authority discrediting the City's review and acceptance of MCI's vast experience and qualifications provided.

Second, the claim that under the Technical Specifications (Division 33 Utilities, 01 30.73., Part 1.005.B.2) a bidder's proposal is nonresponsive when submitted without the Contractor's CFRP superintendent resumes is inconsistent with instructions and guidance provided by the Submittal Checklist for Bidders form, Notice to Contractors, and Proposal to City of San Jose package. Each of those Sections specifically define precisely the requirements to qualify as a responsible and responsive bidder/bid proposal, none of which include CFRP resumes or CFRP project declarations. Moreover, both MCI and Michels listed the same specialty subcontractor for installing CFRP -the attached, specialty subcontractor Structural Technologies field resumes, provided to both MCI and Michels are identical to that submitted by Michels-, which reinforces the fact that MCI's proposal is no less responsive than Michels. Michels offers no legal authority or factual basis reconciling the ambiguity its interpretation creates between the Technical Specification for construction and bid proposal documents.

For the reasons set forth above, the City must reject Michels claim and move forward with awarding the contract to MCI as the lowest responsible and responsive bidder.

Very truly yours,

David Hicks
Corp. Secretary, Vice President – Estimating
Mountain Cascade, Inc

EXHIBIT 6

**REVISED NOTICE OF INTENT TO AWARD
CONTRACT**

9850 - Yard Piping Improvements Phase 2

February 07, 2023

Dear Bidders,

On January 12, 2023, the City of San José opened bids for the above referenced project. Bid results for this project are available on Biddingo at www.Biddingo.com/sanjose.

This letter serves as notification that the City has reviewed the timely written protest filed by Michels Trenchless, Inc. on January 27, 2023, as well as the response submitted by Mountain Cascade, Inc. on January 30, 2023, and has determined that the protest should be sustained. As such, the Director of Environmental Services intends to recommend that the City Council award the contract to the lowest responsive, responsible bidder, Michels Trenchless, Inc. on or about April 11, 2023.

Pursuant to Section 27.10.270B of the San Jose Municipal Code, there will be no additional protest period for this procurement.

The City of San José appreciates your interest and effort in preparing and submitting a bid for this project. If you have any questions about the procurement process, please contact the procurement contact listed below.

Lauren Profeit
CIP Procurement Manager
Department of Public Works
200 E. Santa Clara St.
San Jose, CA 95113
lauren.profeit@sanjoseca.gov



Today's Date: February 07, 2023

Engineer's Estimate	\$12,200,000.00	
Bidder's Name	Base Bid	%Variance
Michels Trenchless, Inc., Brownsville, WI Apparent Low Bidder	\$16,855,430.00	38.16%
Mountain Cascade, Inc., Livermore, CA Irregularities: Non-Responsive; failed to submit experience documentation required by the City	\$15,701,000.00	28.70%

February 7, 2023

Lee A. Zubrod
Michels Trenchless, Inc.
817 Main Street, PO Box 128
Brownsville, WI 53006
lzubrod@michels.us

SUBJECT: PROTEST OF INTENT TO AWARD CONSTRUCTION CONTRACT FOR ESD
9850: YARD PIPING IMPROVEMENTS PHASE 2

Dear Mr. Zubrod,

This letter is to inform you that City staff has evaluated the letters from your legal counsel, dated January 27, 2023, entitled "Bid Protest" and has determined that your protest should be sustained.

RECOMMENDATION:

The Director of Environmental Services intends to recommend that the City Council award the construction contract to the lowest responsive, responsible bidder, Michels Trenchless, Inc.

BACKGROUND:

On January 12, 2023, bids were opened for the ESD 9850: Yard Piping Improvements Phase 2 Project. Two bids were received, with Mountain Cascade, Inc. as the apparent low bidder with a bid of \$15,701,000.

PROTEST:

On January 27, 2023, Michels Trenchless, Inc. submitted a protest requesting the City reject Mountain Cascade, Inc.'s bid and award the construction contract to Michels Trenchless, Inc. The protest asserted that Mountain Cascade, Inc.'s bid should be deemed non-responsive by the City for 1) failing to meet the requirements listed on the City's Statement of Bidder's Experience and 2) failing to submit the documentation required in the Technical Specifications.

SUBJECT: PROTEST OF INTENT TO AWARD CONSTRUCTION CONTRACT FOR
ESD 9850: YARD PIPING IMPROVEMENTS PHASE 2

Page 2

ANALYSIS:

ITEM 1: MICHELS TRENCHLESS, INC.'S PROTEST IS BASELESS:

The project experience list submitted by Mountain Cascade, Inc. provides projects that meet the experience requirements as laid out in the Statement of Bidders Experience form.

The Statement of Bidder's Experience form required bidders to submit a minimum of three projects that met the following experience requirements:

1. The bidder must have been the general contractor on each of the projects.
2. The projects must have involved construction substantially similar to the construction for this Project. "Substantially similar" means the following:
 - a. The original contract amount related to repair of existing pipelines was at least \$2.5 million; and
 - b. The projects must have involved repair of existing pipelines with a minimum diameter of 36-inches utilizing any of the following methods: cured-in-place pipe rehabilitation, geopolymer mortar rehabilitation, concrete pipe crown repair, or epoxy coating of inside diameter of pipeline.
3. The substantial completion date for each project must have been after January 2010.
4. The bidder must have completed construction of at least two (2) of the projects at an operating wastewater treatment facility.

In accordance with Section 2-1.13 of the City's Standard Specifications, the City investigated the experience information provided by Mountain Cascade, Inc. and determined that the following three projects met all of the requirements listed in the Statement of Bidder's Experience, including Requirement No. 4:

1. Merced Street Sewer Rehabilitation and Sewer Main Reconstruction
2. WPCF Primary Clarifier Conversion
3. Digester Facilities Improvement Project

The remaining two projects did not meet all of the requirements listed in the Statement of Bidder's Experience. The Almaden Valley Inspection & Rehabilitation Project did not meet Requirement No. 3 and the Ashlan Ave. Sewer Replacement & Rehabilitation Project did not meet Requirement 2b. As such, these projects were discounted.

ITEM 2: MICHELS TRENCHLESS, INC.'S PROTEST SHOULD BE SUSTAINED:

The bid package (proposal) submitted by Mountain Cascade, Inc. failed to provide the documentation specified in Sections 33 01 30.73-8, 33 01 30.71-5, and 40 05 37.71-4 of the Technical Specifications.

SUBJECT: PROTEST OF INTENT TO AWARD CONSTRUCTION CONTRACT FOR
ESD 9850: YARD PIPING IMPROVEMENTS PHASE 2

Page 3

Technical Specifications Sections 33 01 30.73-8, 33 01 30.71-5, and 40 05 37.71-4 establish experience requirements relating to the following:

1. Carbon Fiber-Reinforced Polymer Rehabilitation
2. Cured-in-Place Pipe Rehabilitation
3. Geopolymer Mortar Rehabilitation

Section 1.05B of each of the abovementioned Technical Specifications specifically states that documentation establishing that the bidder meets or exceeds the experience requirements, including on-site superintendent resumes, ***must be submitted with the proposal***. No such documentation was submitted in Mountain Cascade, Inc.'s bid package (proposal) and, as such, it should be deemed non-responsive.

Although Mountain Cascade, Inc. has since provided the City with the required documentation, accepting their late submittal would be inconsistent with the City's practice and contrary to its commitment to ensuring a fair, transparent and competitive procurement process.

To that end, the City plans to issue a Revised NOITA on or around February 10, 2023, stating that the Director of Environmental Services intends to ask the City Council to award the construction contract to the lowest responsive, responsible bidder, Michels Trenchless, Inc.

Thank you,

Lauren Profeit
CIP Procurement Manager
San José City Hall, 5th Floor
200 E. Santa Clara Street
San José, CA 95112
lauren.profeit@sanjoseca.gov

EXHIBIT 7

From: Profeit, Lauren <lauren.profeit@sanjoseca.gov>
Sent: Wednesday, February 22, 2023 10:57 AM
To: Peter Foote [REDACTED]
Cc: David Hicks [REDACTED]; Radomir Antovich [REDACTED]
Subject: RE: 9850 Yard Piping Improvements Phase 2

Mr. Foote,

Thank you for your email.

Pursuant to San Jose Municipal Code Section 27.10.410, neither the City Council nor the Director is required to conduct a hearing on a bid protest.

The City Council is scheduled to consider the recommended award of this Project at its regularly scheduled public meeting on April 25, 2023, and you may submit any documents in response to the Director's Recommendation to the City Council prior to or at that meeting. You may also address the Council when it receives public comment during its consideration of the Director's Recommendation at that meeting. If you do intend to submit any documents to the City Council, we request that you submit the documents to the City Council with a copy to me no later than April 21, 2023.

Best,
Lauren Profeit

Lauren Profeit
CIP Procurement
Public Works Department

From: Peter Foote [REDACTED]
Sent: Thursday, February 16, 2023 9:14 AM
To: Profeit, Lauren [REDACTED] >
Cc: David Hicks [REDACTED]; Radomir Antovich [REDACTED]
Subject: 9850 Yard Piping Improvements Phase 2

[External Email]

Ms. Profeit,

We are in receipt of your letter dated January 7, 2023 and regarding Revised Notice of Intent to Award Contract on the 9850 Yard Piping Improvements Phase 2.

We request a Formal Hearing to review this decision.

This is not a “protest” request. It is the opportunity for our council to present fervent evidence that the specifications and bidders instructions do not substantiate the findings in the Cities letter of February 7, 2023.

Regards,



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