



Public Works Agency Contract Services

SCHEDULE T - Contract Approval Summary & Routing

DATE TO:	AGENCY:	INITIALS:	DATE APPROVED:
12-3-12	City Attorney	[Signature]	12/6/12
12-7-12	PWA Assistant Director	[Signature]	12/10/12
12-11-12	PWA Director	[Signature]	12/11/12
12-12-12	City Administrator - Compliance ($\leq \$1$ Million)		12-14-12
12-17-12	City Administrator - (only if $> \$1$ Million)	[Signature]	12-18-12
12-19-12	City Clerk	[Signature]	12-19-12

Please do not forward to the next person. Call Tamara Barnes or Calvin Hao at ext. 7252 or 7395 for pickup. Thank you.

Re: **C312510 Rehabilitaiton of Sanitary Sewers in the Area Bounded by Mountain Blvd, Greenridge Dr, and Keller Ave (Sub-Basin 85-502)**

Project Description: The proposed work consists, in general, of the installation of 1,769 feet of Cured in-Place Liner in sewer mains and rehabilitation of 9,996 feet of sewer mains by pipe expanding; rehabilitating house connection sewers; reconnecting house connection sewers, and other work specifically shown on the project plans or included in the Special Provisions.

- If TIME SENSITIVE, provide due date and reason. NO
- Responsible Dept: DEPARTMENT OF ENGINEERING AND CONSTRUCTION
 - Project Manager Signature: [Signature]
 - Project Manager: Jimmy Mach, P.E. Civil Engineer Phone ext: 3303
 - Supervisor: Allen Law, P.E. Supervising Civil Engineer Phone ext: 6939
- Type of Contract: Construction Amendment # N/A
 - Council Resolution: 10/30/12 and 84076 CMS
11-13-12
- Vendor: Pacific Trenchless, Inc.
 - Address: 1919 Campbell Street, Oakland, CA 94607
 - Business Phone: 510-986-0244 Mobile Phone:
 - Email: pacifictrenchless@gmail.com
- Contract Amount: \$1,320,394.00
 - Contract Start and End date: December 3, 2012 to March 22, 2013
 - Oracle Contract End date: March 22, 2015
- SPO# 2013007245 (Fiscal to provide after contract funding is encumbered.)
- FUNDING: Oracle Funds Available Report must be included in order to encumber the Contract Amount.

Fund	Org	Account	Project No.	Program	Amount
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Contract encumbrance:

1.	3100	92244	57417	C312510	INO5	\$1,320,394.00
2.						\$
3.						\$

Total Encumbrance \$

Contingency:

1.						\$
2.						\$

Total Contingency \$

8. ROUTING: Please review documents marked with "☒" in the checklist below and sign documents as required.

included or	NA		<i>Contract Summary, Contract Authority Checklist & Resolution</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1.	✓ Schedule T – Contract Summary & Routing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2.	✓ City Administrator's Contract / Grant Authority Checklist
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3.	City Council Resolution
<i>Contract, Insurance and Bonds</i>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4.	✓ Original Contract & Contract Exhibits (3 original sets)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	5.	✓ Insurance certificates per Schedule Q
<input checked="" type="checkbox"/>	<input type="checkbox"/>	6.	✓ Payment and Performance Bonds (3 original sets)
<i>Licenses and Certifications</i>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	7.	✓ Oakland Business License
<input checked="" type="checkbox"/>	<input type="checkbox"/>	8.	✓ California State Contractor's License
<input type="checkbox"/>	<input checked="" type="checkbox"/>	9.	✓ IRS W-9
<input checked="" type="checkbox"/>	<input type="checkbox"/>	10.	✓ EBO certificate (Equal Benefits Ordinance – Schedule N-1) (n/a if ≤ \$25,000)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	11.	✓ Schedule B-2 Arizona Resolution
<input checked="" type="checkbox"/>	<input type="checkbox"/>	11.	✓ Schedule C-1,P,U,V ADA; Nuclear Free Zone Disclosure; Compliance Commitment Agreement; Affidavit of Non-Disciplinary or Investigatory Action
<input type="checkbox"/>	<input checked="" type="checkbox"/>	12.	Schedule C-1,P,V federal ADA; Nuclear Free Zone Disclosure; Affidavit of Non-Disciplinary or Investigatory Action
<input checked="" type="checkbox"/>	<input type="checkbox"/>	13.	✓ Schedule D Ownership, Ethnicity & Gender Questionnaire
<input type="checkbox"/>	<input checked="" type="checkbox"/>	14.	Schedule E Project Consultant Team (consultant contract only)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	15.	✓ Schedule K Pending Dispute Resolution
<input checked="" type="checkbox"/>	<input type="checkbox"/>	16.	✓ Schedule M, Parts A and B Independent Contractor Questionnaire
<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.	Schedule N Living Wage Ordinance (consultant contract only) (n/a if ≤ \$25,000)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	18.	✓ Schedule O Campaign Contribution Limits
<input checked="" type="checkbox"/>	<input type="checkbox"/>	19.	✓ Schedule R Subcontractor, Supplier, Trucking Listing (construction contract only)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	20.	Public Contract Code Sections 10285.1 & 10162 & 10232
<input type="checkbox"/>	<input checked="" type="checkbox"/>	21.	Attachment C Equal Employment Opportunity Certification
<input type="checkbox"/>	<input checked="" type="checkbox"/>	22.	Attachment D Noncollusion Affidavit
<input type="checkbox"/>	<input checked="" type="checkbox"/>	23.	Attachment E Debarment & Suspension Certification
<input type="checkbox"/>	<input checked="" type="checkbox"/>	24.	Attachment E Debarment & Suspension Certification – Lower Tier
<input type="checkbox"/>	<input checked="" type="checkbox"/>	25.	Attachment F Nonlobbying Certification for Federal-Aid Contracts
<input type="checkbox"/>	<input checked="" type="checkbox"/>	26.	Attachment G Disclosure of Lobbying Activities
<input type="checkbox"/>	<input checked="" type="checkbox"/>	27.	Exhibit 15 – G Local Agency Bidder DBE Commitment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	28.	Exhibit 15 – H UDBE Information – Good Faith Efforts
<input type="checkbox"/>	<input checked="" type="checkbox"/>	29.	Form 805 Agency Report of Consultants

Add'l Comments:

Selection Criteria

Budget: CITY OP
 Period: P06-13

Amount Type: Year To Date Extended
 Encumbrance Type: ALL
 Account Level: All

Funds Available (USD)

Summary

Account	Budget	Encumbrance	Actual	Funds Available
<input checked="" type="checkbox"/> 1.3100.92244.57417.C312510.IN09	1,975,341.01	0.00	0.00	1,975,341.01
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

Encumbrance Amounts

Commitment: 0.00 Obligation: 0.00 Other: 0.00

Account Description

CITY.Sewer Service Fund.Engineer Design: Sanitary.Sewers.MOUNTN BLVD, GRNLY DR,LON.ENGINEERING PLANN

CITY OF OAKLAND

CONTRACT OF PUBLIC WORKS

PREAMBLE:

THIS CONTRACT is entered into this November 2 of 2012 by and between the CITY OF OAKLAND, a municipal corporation (hereinafter referred to as "City") and Pacific Trenchless, Inc. (hereinafter referred to as "Contractor").

FOR AND IN CONSIDERATION of the promises hereinafter made, Contractor and City agree as follows:

Contractor will furnish necessary machinery, tools, apparatus, and other means of construction. Further, Contractor will do all work and furnish the materials specified in the contract in the manner and time therein prescribed in: 1) Project Documents and Plans for C312510 Rehabilitation of Sanitary Sewers Bounded by Mountain Blvd, Greenridge Dr and Keller Ave (Sub-Basin 85-502) and documents referenced and incorporated therein; and 2) the Contractor's bid in the sum of one million three hundred twenty thousand three hundred ninety-four dollars (\$1,320,394.00) dated August 16, 2012 (Exhibit A – Scope of Work). The contract documents shall include, but are not limited to, all documents identified above, the "Greenbook" Standard Specifications for Public Works Construction, 2009 Edition, and the City of Oakland Standard Details for Public Works Construction, 2002 Edition thereto, and shall constitute the contract between the parties as though all documents were attached hereto or herein repeated. The contract documents are intended to be cooperative and to provide for a complete work. Said contract documents are on file in the Public Works Agency.

1. Commencement of Work

Work shall be commenced on the date of the Notice to Proceed which is sent by the Director of the Public Works Agency and shall be completed within 200 working days which will begin on the date of the Notice to Proceed.

2. Bonds

The Contractor shall provide two good and sufficient surety bonds, which name the City of Oakland as insured. The Payment Bond shall be for One Hundred percent (100%) of the contract price to guarantee faithful payment to subcontractors, material suppliers, and laborers. The Performance Bond shall be One Hundred percent (100%) of the contract price. The Contractor shall maintain the bonds in full force and effect until the work is accepted by the City, and until all claims for material and labor are paid, and shall otherwise comply with the Civil Code.

3. Contractor's Liability

Contractor shall be responsible for all injuries to persons and for all damage to real or personal property of the City or others, caused by, or resulting from the negligence of itself, its employees, or its agents during the progress of, or connected with, the rendition of services hereunder. Contractor shall defend and hold harmless and indemnify the City, its officers and employees from all costs and claims for damages to real or personal property, or personal injury to any third party, resulting from the negligence, actions, or inaction of Contractor, Contractors, Subcontractors, employees or agents, arising out of the contractor's performance of work under this Contract.

4. Liability Insurance

Contractor shall maintain all insurance required by the project for the duration of the Contract. Contractor shall name the city and its Council members, directors, officers, agents, employees and volunteers as additional insureds on the general liability policy.

5. Worker's Compensation Insurance

Contractor hereby certifies that it is aware of and will comply with Section 3700 of the California State Labor Code that requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance before commencing any of the work.

6. Prevailing Wage

The Contractor certifies and agrees that it will comply with the requirement to pay its employees prevailing wages as set forth in the City of Oakland Resolution No. 57103 C.M.S. City may request documentation to certify that the Contractor has paid its employees at the appropriate prevailing wage rate. In the event that the City determines that the Contractor has failed to pay any of its employees in accord with the appropriate prevailing wage rate, City shall report its findings to the Department of Labor and/or withhold the difference between the amount paid and amount owed for prevailing wages from any amount owed contractor until such time as the payment dispute is fully and finally resolved. This provision in no way creates any contractual or third party beneficiary relationship between any of Contractor's employees and the City, nor does it create any liability or duty on the City for Contractor's failure to make timely or appropriate payments to its employees, on behalf of its employees.

7. Nuclear Weapons Policy

It is the policy of the City of Oakland to minimize the expenditure of City funds on goods and services produced by Nuclear Weapons Makers. In furtherance of this goal, the City of Oakland urges all contractors to avoid contracting for goods and services which are manufactured or provided by Nuclear Weapons Makers.

8. Audit

Contractor shall permit authorized representatives of the City to have access to Contractor's books, records, accounts and any and all data relevant to this Contract, for the purpose of making an audit or examination during the term of the Contract and for a period of four years following the fiscal year of the last expenditure under this Contract.

9. Discrimination

Contractor agrees not to discriminate against any individual or company because of marital status, race, color, religion, ancestry, sex, sexual orientation, age, national origin, physical handicap, Acquired Immune Deficiency Syndrome (AIDS), or AIDS related conditions, or any other arbitrary basis.

10. Oakland Business License

Contractor has and will continue to maintain a current Oakland Business License during the term of this contract. Contractor shall insert in each of its subcontract agreements a provision which requires its sub-contractors to present proof that the subcontractor has obtained a current Oakland Business License during the term of this contract.

11. Certification

The individuals who have affixed their signatures below certify and attest each is empowered to execute this Agreement and act on behalf of and bind the party in whose name this Agreement is executed.

12. Notice

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

CITY OF OAKLAND INFORMATION

Jimmy Mach, Project Manager
Public Works Agency
250 Frank Ogawa Plaza, Suite 4314
Oakland, CA 94612

CONTRACTOR INFORMATION

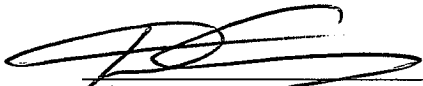
Pacific Trenchless, Inc.
Alan Casserly, Vice-President
1776 11th Street
Oakland, CA 94607

Any party to this Contract may change the name or address of representatives for purpose of this paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

IN WITNESS WHEREOF:

Contractor has hereto set his hand, and the City Administrator of the City of Oakland, by Resolution of the City Council said City, thereunto duly authorized, has caused the name of the CITY OF OAKLAND to be affixed hereto, all in triplicate the day and year first above written.

Pacific Trenchless, Inc.



Alan Casserly
Vice-President

11/2/12

Date

Public Works Agency

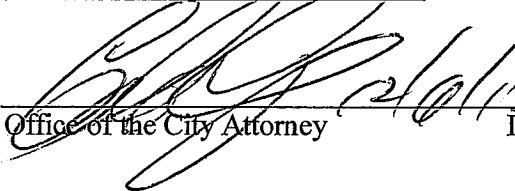


Director

for VT 12-11-12

Date

Approved as to form and legality




Office of the City Attorney

2/6/13

Date

CITY OF OAKLAND
(a municipal corporation)



Office of City Administrator

12/18/12

Date

City Council Resolution No. 84076
Oakland Business License No. 1939017
Standard Purchase Order No. 2013007245
Oracle Expiration Date 3/22/15

EXHIBIT A - Scope of Work

Contractor's Bid submitted on August 16, 2012.

Proposal to be received at the Office of the City Clerk
One Frank H. Ogawa Plaza, Room 101, Oakland, CA 94612
prior to: 2:00pm Thursday 2012
Time Day Date



**CONTRACTOR'S BID
TO THE CITY OF OAKLAND, CALIFORNIA
PUBLIC WORKS AGENCY**

for

**Rehabilitation of Sanitary Sewers Bounded By Mountain Boulevard, Greenridge Drive
and Keller Avenue (Sub-Basin 85-502)
City Project No. C312510**

[NOTE TO BIDDER: PROVIDE REQUESTED INFORMATION ON BLANK LINES]

Name of Bidder PACIFIC TRENCHLESS INC.
Business Address 1619A CAMPBELL STREET, OAKLAND CA 94607
Street Address City State Zip Code
Telephone (510) 986-0244 Fax (510) 986-0245 Email: pacifictrenchless@gmail.com
State Contractor's License Classification A License No. 776788 Expiration Date 03/31/14
City of Oakland Business Tax No. 1939017 Expiration Date 12/31/12

To the City of Oakland: The undersigned, as bidder, certifies that the only persons or parties interested in this proposal as principals are those named herein as bidder; that this proposal is made without collusion with any other person, firm, or corporation; and in submitting this proposal that he/she has carefully examined the location of the proposed work; that he/she has examined the plans and specifications;

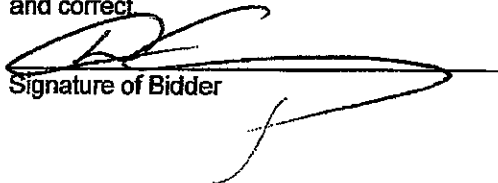
including Addendum Nos. NONE through _____ inclusively;

(Acknowledge receipt of Addenda; for example, fill in the above blanks with "1" and "3" if you received Addenda numbered 1 through 3, that is, Addendum 1, 2, and 3. The numbers used to fill in the blanks may vary from the example and depend upon how many addenda were issued.)

and he/she proposes and agrees if this proposal is accepted, that he/she will execute and fully perform the contract for which bids are called; that he/she will provide all necessary machinery, tools, apparatus, and other means of construction; and that he/she will do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the Engineer's requirements as therein set forth; and that he/she will take in full payment therefor, including all applicable taxes, the unit prices set forth in the attached schedule.

Bid Security: Accompanying this proposal is (BIDDERS BOND (10% OF BID)).
(Note: Insert onto the blank line above, the words "cash (\$ fill in amount)," "cashier's check," "certified check," or "bidder's bond," as the case may be. The bid security is required to be a minimum of 10% of the base bid amount.)

The undersigned declares under penalty of perjury that all representations made on this Proposal are true and correct.


Signature of Bidder

VICE-PRESIDENT
Title

BID SCHEDULE FOR PROJECT NO. C312510

REHABILITATION OF SANITARY SEWERS IN THE AREA BOUNDED BY MOUNTAIN BOULEVARD, GREENRIDGE DRIVE AND KELLER AVENUE (SUB-BASIN 85-502)

The estimate of quantities in the following schedule is for the purpose of canvassing and determining bids. Bidders are to state unit prices for the separate items, which prices shall include full compensation, including all applicable taxes, for furnishing all labor, materials, water, tools, and equipment and for doing all the work involved in furnishing and installing the separate items in place as specified herein, to wit:

ITEM NO.	SPEC SEC. NO.	APPROX QTY.	UNIT OF MEAS.	ITEM	UNIT PRICE	TOTAL
1	9-3.4	1	LS	MOBILIZATION / DEMOBILIZATION	12,000	12,000
2	7-10.1	1	LS	TRAFFIC CONTROL	9,000	9,000
3	7-12	2	EA	PROJECT SIGNS	733	1,466
4	500-2.7	38	EA	MANHOLE REHABILITATION TYPE 3	1,787	67,906
5	500-2.7	20	EA	MANHOLE REHABILITATION TYPE 4	2,534	50,680
6	500-2.7	7	EA	CLEANOUT REHABILITATION TYPE 4	1,909	13,363
7*	500-1.1.9	1,769	LF	INSTALL CIPP LINER INTO EXISTING 8" SANITARY SEWER, PIPE REHABILITATION TYPE 1	31	54,839
8	500-1.1.9	419	LF	INSTALL 8" HDPE SDR-17 SANITARY SEWER BY PIPE-EXPANDING METHOD, PIPE REHABILITATION TYPE 2	95	39,805
9	500-1.1.9	6,791	LF	INSTALL 10" HDPE SDR-17 SANITARY SEWER BY PIPE-EXPANDING METHOD, PIPE REHABILITATION TYPE 2	95	645,145
10	500-1.1.9	2,786	LF	INSTALL 14" HDPE SDR-17 SANITARY SEWER BY PIPE-EXPANDING METHOD, PIPE REHABILITATION TYPE 2	96	267,456
11	500-1.2.7.c	3	EA	POINT REPAIR ON EXISTING SEWER PIPE	4	12
12	500-1.2.7.a	3	EA	EXCAVATION & BACKFILL FOR POINT REPAIR	4	12
13	500-1.2.7.d	10	LF	ADDITIONAL POINT REPAIR ON EXISTING SEWER PIPE	4	40
14	500-1.2.7.b	10	LF	ADDITIONAL EXCAVATION & BACKFILL FOR POINT REPAIR	4	40
15	500-4.6.e	35	EA	INTERNAL RECONNECT HOUSE CONNECTION SS TO REHAB MAIN	10	350
16	500-4.6.d	120	EA	EXTERNAL RECONNECT HOUSE CONNECTION SS TO REHAB MAIN	965	115,800
17	500-4.6.c	1,200	LF	REHABILITATE HOUSE CONNECTION SEWER FROM 2-WAY CO TO REHABILITATION/REPLACED MAIN	1	1,200
18	500-4.6.b	96	EA	INSTALL 4" OR 6" HOUSE CONNECTION 2-WAY CLEANOUT	430	41,280

* This item is considered specialty work and is excluded from the LBE/SLBE requirements. See Section A of the Notice Inviting Bids.

NOTE: The City of Oakland reserves the right to accept or reject any or all bids.

TOTAL OF 18 ITEMS: 1,320,394

BIDDER: PACIFIC TRENCHLESS INC.

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2012 OCT 11 PM 2:04

Approved as to Form and Legality

City Attorney

OAKLAND CITY COUNCIL

RESOLUTION No. 84076 C.M.S.

RESOLUTION:

AUTHORIZING THE CITY ADMINISTRATOR TO AWARD A CONSTRUCTION CONTRACT TO PACIFIC TRENCHLESS, INC., THE LOWEST RESPONSIBLE, RESPONSIVE BIDDER FOR THE REHABILITATION OF SANITARY SEWERS IN THE AREA BOUNDED BY MOUNTAIN BOULEVARD, GREENRIDGE DRIVE, AND KELLER AVENUE (SUB-BASIN 85-502 PROJECT NO. C312510) IN ACCORD WITH PLANS AND SPECIFICATIONS FOR THE PROJECT AND CONTRACTOR'S BID IN THE AMOUNT OF ONE MILLION THREE HUNDRED TWENTY THOUSAND THREE HUNDRED NINETY-FOUR THOUSAND DOLLARS (\$1,320,394.00) IN ACCORD WITH THE PROJECT PLANS AND SPECIFICATIONS AND THE CONTRACTOR'S BID

WHEREAS, on August 16, 2012, three bids were received by the Office of the City Clerk of the City of Oakland for the Rehabilitation of Sanitary Sewers In The Area Bounded By Mountain Boulevard, Greenridge Drive, and Keller Avenue (Sub-Basin 85-502 - Project No. C312510); and

WHEREAS, Pacific Trenchless, Inc., a certified SLBE bidding as a prime, is deemed the lowest responsive and responsible bidder for the project; and

WHEREAS, there are sufficient funds in the project budget for the work. Funding for this project is available in the following project account:

- Sewer Service Fund (3100); Capital Projects - Sanitary Sewer Design Organization (92244); Sewers Account (57417); Project No. C312510; \$1,320,394.00; and these funds were specifically allocated for this project; this project will help reduce the amount of sanitary sewer maintenance requirement; and

WHEREAS, the City Council finds and determines based on the representations set forth in the City Administrator's report accompanying this Resolution that the construction contract approved hereunder is temporary in nature; and

WHEREAS, the City lacks the equipment and qualified personnel to perform the necessary work, that the performance of this contract is in the public interest because of economy or better performance and that this contract is of a professional, scientific or technical nature; and

WHEREAS, Pacific Trenchless, Inc. complies with all LBE/SLBE and trucking requirements;

WHEREAS, the City Council finds and determines that the performance of this contract shall not result in the loss of employment or salary by any person having permanent status in the competitive service; now, therefore, be it

FURTHER RESOLVED: That the City Administrator is authorized to award a construction contract for the Rehabilitation of Sanitary Sewers in the Area Bounded By Mountain Boulevard, Greenridge Drive, and Keller Avenue (Sub-Basin 85-502 - Project No. C312510) to Pacific Trenchless, Inc., the lowest responsive and responsible bidder, in an amount not-to-exceed One Million Three Hundred Twenty Thousand Three Hundred Ninety- Four Thousand Dollars (\$1,320,394.00) in accord with plans and specifications for the Project and contractor's bid dated August 16, 2012; and be it

FURTHER RESOLVED: That the City Council hereby approves the plans and specifications prepared at the direction of the Assistant Director of Public Works for this project; and be it

FURTHER RESOLVED: That the City Administrator is authorized to execute any amendments or modifications of the contract with Andes Construction, Inc. within the limitations of the project specifications; and be it

FURTHER RESOLVED: That the City Administrator, or her designee, is hereby authorized to reject all other bids; and be it

FURTHER RESOLVED: That the faithful performance bond and a bond to guarantee payment of all claims for labor and materials furnished and for the amount of 100% of the contract price and due under the Unemployment Insurance Act submitted with respect to such work are hereby approved; and be it

FURTHER RESOLVED: That the contract shall be reviewed and approved by the City Attorney for form and legality prior to execution and placed on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, NOV 13 2012

PASSED BY THE FOLLOWING VOTE:

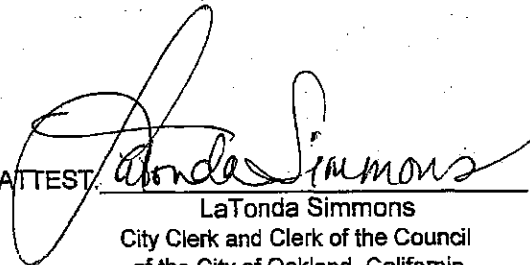
AYES - BROOKS, BRUNNER, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, SCHAAF, and
PRESIDENT REID - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST


LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California

CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 4314 • OAKLAND, CALIFORNIA 94612

Public Works Agency
Contract Services

(510) 238-7270
FAX (510) 238-2346
TDD (510) 238-3254

January 2, 2013

Mr. Alan Casserly
Pacific Trenchless, Inc.
1776 11th Street
Oakland, CA 94607

CERTIFIED MAIL #70100290000112842083

**RE: C312510 - Rehabilitation of Sanitary Seweres Bounded by Mountain Boulevard,
Greenridge Drive and Keller Avenue**

Dear Mr. Casserly:

Enclosed is your contract dated November 2, 2012 for the above-named project with the City of Oakland. Please note that your Notice to Proceed will be issued separately by the Public Works Agency Construction Division. If you have questions concerning the NTP, please contact the Project Manager. Thank you.

Sincerely,


Calvin Hao
Contract Services Supervisor

CH: tb

Attachments and distribution per chart:

		Doc 1	Docs 2-3	Docs 4-6	Docs 7 ++
	Transmittal	Schedule T – Summary & Routing	CA Authority Checklist; Council Resolution	Contract, Insurance, Bonds	Licenses, Schedules
Contractor	Orig			Orig	Y
City Clerk		Orig	Y	Orig	Y
PWACS	Y	Y	Y	Orig	Y
Fiscal		Scan	Scan	Scan	Scan
PM		Scan	Scan	Scan	Scan

City Administrator Contract/Grant Authority Checklist

(Purchasing Ordinance, OMC Chapter 2.04)

Higher Contract Authority (OMC §2.04.020.A). If "NO" is indicated for all questions in the *Type of Contract* section or the Council has approved this contract expenditure in an Appropriation Resolution, the City Administrator's authority to award and execute this contract is:

\$100,000 for Procurement, Construction and Services (includes non-professional, professional, technical and scientific services)

Limited Contract Authority (OMC §2.04.020.B). If "YES" is indicated for any of the questions in the *Type of Contract* section and Council has not approved this expenditure in an Appropriation Resolution, the City Administrator's authority to award and execute this contract is:

\$50,000 for Procurement, Construction, Non-professional Services

\$15,000 for Professional, Technical or Scientific Services

Loans, Development Agreements (e.g., Development and Disposition Agreements, Exclusive Negotiating Agreements, etc.), Real Estate Agreements (Leasing, Sales or Acquisition of Real Property). The Purchasing Ordinance does not establish any City Administrator authority to award or execute these types of agreements. Such authority is contained in the Oakland Charter and separate legislation.

Pay-go Grant Authority (OMC §2.04.017). The City Administrator is authorized to make Pay-go grants on behalf of Council members to a non-City organization (e.g., a school or neighborhood association) in any amount, provided the grant will be used for purposes consistent with restrictions on the pay-go funding source.

Type of Contract (OMC §2.04.020.B.1) *Check the applicable boxes.*

This contract is not related to a program or project that is identified in the current CIP or operating budget.

☐ YES (not in either budget)

☒ NO (is in CIP/ Operating budget)

Is this contract for services or supplies related to affordable housing projects?

☐ YES ☒ NO

Is this contract paid for, directly or indirectly, with Redevelopment Agency funds?

☐ YES ☒ NO

Is this contract paid for, directly or indirectly, with voter-approved measure funds?

☐ YES ☒ NO

Is this contract for the purchase of any technological, computer or computerized system services, software, equipment, hardware or products?

☐ YES ☒ NO

Appropriation Resolution (OMC §2.04.020.B.3)

This Contract was approved in Appropriation Resolution No. §4614 C.M.S., attached.

☒ YES ☐ NO

(Includes: 1) description of material/service; 2) contract amount; 3) funding source; 4) estimated time for execution and completion of contract; 5) statement whether the program/project supported by contract is "new" or "previously existing.")

Competitive Award Process: Request for Proposals or Bid

The contractor or vendor was selected through a competitive process.

☒ YES ☐ NO

Alternatively, the competitive process (bidding or RFP/RFQ) was waived in Resolution No. _____ C.M.S., attached.

☐ YES ☒ NO

Project Number and Name: C312510 Rehabilitaiton of Sanitary Sewers in the Area Bounded by Mountain Blvd, Greenridge Dr, and Keller Ave (Sub-Basin 85-502)

Completed by Jimmy Mach, Project Manager, on this 1st day of November 2012.

Signature: _____



KNOW ALL MEN BY THESE PRESENTS

PERFORMANCE BOND

THAT PACIFIC TRENCHLESS, INC. a CORPORATION as principal,
and FIDELITY AND DEPOSIT COMPANY OF MARYLAND as surety, are
held and firmly bound unto the City of Oakland, a municipal corporation, in the sum of one million three
hundred twenty thousand three hundred ninety-four dollars (\$1,320,394.00) lawful money of
the United States of America, to be paid to the said City of Oakland, for which payment well and truly to be made,
we bind ourselves and each of our heirs, executors, administrators, successors and assigns jointly and severally
firmly by these presents. Signed, sealed and dated the 26 day of NOVEMBER, 2012;

*The Condition of the above obligation is such that the above bounded principal has entered into a work order dated,
November 2, 2012 with the City of Oakland to furnish all necessary machinery, tools, apparatus, and other
means of construction; he will do all the work and furnish all the materials specified in the contract in the manner
and time therein prescribed and according to the requirements of the Public Works Agency of the City of Oakland,
in accordance with Plans, Standard Specifications for Public Works Construction, 2006 Edition, with City of
Oakland's Standard Details, 2002 Edition thereto, Special Provisions for Project No. C312519 Rehabilitation
of Sanitary Sewers Bounded by Mountain Blvd, Greenridge Dr and Keller Ave (Sub-Basin
85-502), and in accordance with the Contractor's bid dated August 16, 2012.*

Said work shall be commenced on the date of the Notice to Proceed and shall be completed within 200
working days of said date.

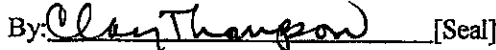
Now therefore if the said principal well and faithfully performs all the conditions and covenants of the said
contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above
obligation to be void, otherwise to remain in full force and virtue.

The said surety for value received hereby stipulates and agrees that death of individual principal shall not
relieve surety of its obligation; that no amendment, change, extension of time, alteration or addition to said
contract or agreement or of any feature or item or items of performance required therein or thereunder shall in
any manner affect its obligations on or under this bond; and said surety does hereby waive notice of such
amendment, change extension of time, alteration or addition to said contract or agreement and of any feature or
item or items of performance required therein or thereunder.

PACIFIC TRENCHLESS, INC.

By:  [Seal]

Title: ALAN CASSERLY VICE PRESIDENT
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By:  [Seal]

Title: CLAY THOMPSON ATTORNEY-IN-FACT

(If a Corporation is surety, acknowledgement is required)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

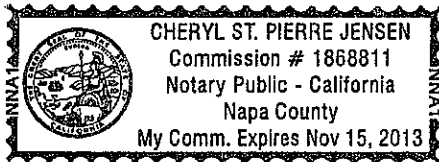
County of NAPA

On NOVEMBER 26, 2012
Date

before me, CHERYL ST. PIERRE JENSEN, NOTARY PUBLIC
Here Insert Name and Title of the Officer

personally appeared CLAY THOMPSON

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

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we PACIFIC TRENCHLESS, INC., a CORPORATION
(Name of Contractor) (Corporation, Partnership, or Individual)

hereinafter called "Principal" and FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Surety)

hereinafter called the "Surety", are held and firmly bound unto the City of Oakland,

California, a municipal corporation, hereinafter called the "Owner", in the penal sum of

one million three hundred twenty thousand three hundred ninety-four dollars

(\$1,320,394.00) in lawful money of the United

States, for the payment of which sum well and truly be made, we bind ourselves, our heirs,
executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated NOVEMBER 2, 2012, a copy of which is hereto attached and made a part hereof for the construction of: PROJECT NO. C312510 REHABILITATION OF SANITARY SEWERS BOUNDED BY MOUNTAIN BLVD., GREENRIDGE DR. AND KELLER AVE.

NOW, THEREFORE, If the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for moment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration and addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the 26 day of NOVEMBER 2012.

ATTEST:

(Principal) Secretary

Fairness as to Principal

(SEAL)

(Address—Zip Code)

ATTEST:

(Principal) Secretary

(SEAL)

Fairness as to Surety

3200 VILLA LANE, NAPA, CA 94558

(Address—Zip Code)

PACIFIC TRENCHLESS, INC.

Principal

ALAN CASSERLY VICE PRESIDENT
1619A CAMPBELL STREET
OAKLAND, CA 94607

(Address—Zip Code)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(Surety)

Attorney-in-Fact

CLAY THOMPSON ATTORNEY-IN-FACT

3200 VILLA LANE, NAPA, CA 94558

(Address—Zip Code)

Note: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of NAPA

On NOVEMBER 26, 2012
Date

before me, CHERYL ST. PIERRE JENSEN, NOTARY PUBLIC
Here Insert Name and Title of the Officer

personally appeared CLAY THOMPSON

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.

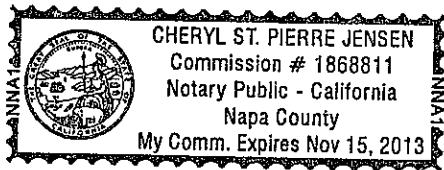
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Jeffrey D. ERICKSON, Robert E. CHOVICK, Theresa STUDEBAKER, Michael BOGGES, Clay THOMPSON and Cheryl JENSEN, all of Napa, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its agent and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Jeffrey D. ERICKSON, Robert E. CHOVICK, Damon GARRETT, Theresa STUDEBAKER, Michael BOGGES, Clay THOMPSON, dated May 22, 2007.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of May, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gerald F. Haley

Theodore G. Martinez

By:

Gerald F. Haley Assistant Secretary *Theodore G. Martinez*

State of Maryland } ss:
City of Baltimore }

On this 3rd day of May, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski Notary Public
My Commission Expires: July 8, 2011



PACITRE-02

SKERR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ISU Sander Jacobs Cassayre Insurance Services 3200 Villa Lane Napa, CA 94558	CONTACT NAME:	
	PHONE (A/C, No, Ext): (707) 252-8822 FAX (A/C, No): (707) 253-8255	
INSURED Pacific Trenchless, Inc. 1619-A Campbell Street Oakland, CA 94607	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Indemnity Co. of Connecticut	25682
	INSURER B: National Union Fire Ins. Co.	19445
	INSURER C: Commerce and Industry	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			DT22C08B758795TCT12	5/27/2012	5/27/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Deductible	\$ 5,000
A	AUTOMOBILE LIABILITY			DT8108B758795TCT12	5/27/2012	5/27/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		BE011030402	5/27/2012	5/27/2013	EACH OCCURRENCE	\$ 9,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 9,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			066454430	5/28/2012	5/28/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Project No. C312510, The Rehabilitation of Sanitary Sewers bounded by Mountain Blvd, Greenridge Drive and Keller Ave. When required by written contract City of Oakland, its councilmembers, directors, officers, agents, employees and volunteers are included as Additional Insureds per policy forms CGD246 08/05 & CAT353 03/10 attached. Coverage is primary and non-contributory per form CGD246 08/05. Waiver of subrogation applies per policy form CGD316 07/04 attached.

30 day notice of cancellation, except 10 days for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

City of Oakland PWA - Contract Services 250 Frank H. Ogawa Plaza Suite 4314 Oakland, CA 94612	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Michael G. Ross</i>

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – Provisions **A.-H.** and **J.-N.** of this endorsement broaden coverage, and provision **I.** of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Broadened Named Insured</p> <p>B. Extension of Coverage – Damage To Premises Rented To You</p> <ul style="list-style-type: none"> • Perils of fire, explosion, lightning, smoke, water • Limit increased to \$300,000 <p>C. Blanket Waiver of Subrogation</p> <p>D. Blanket Additional Insured – Managers or Lessors of Premises</p> <p>E. Incidental Medical Malpractice</p> <p>F. Extension of Coverage – Bodily Injury</p> <p>G. Contractual Liability – Railroads</p> | <p>H. Additional Insured – State or Political Subdivisions</p> <p>I. Other Insurance Condition</p> <p>J. Increased Supplementary Payments</p> <ul style="list-style-type: none"> • Cost of bail bonds increased to \$2,500 • Loss of earnings increased to \$500 per day <p>K. Knowledge and Notice of Occurrence or Offense</p> <p>L. Unintentional Omission</p> <p>M. Personal Injury – Assumed by Contract</p> <p>N. Blanket Additional Insured –Lessor of Leased Equipment</p> |
|--|---|

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture or limited liability company, of which you maintain ownership or in which you maintain the majority interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer maintain ownership of, or the majority interest in, such organization.

2. WHO IS AN INSURED (Section II) Item 4.a. is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

3. This Provision **A.** does not apply to any person or organization for which coverage is excluded by endorsement.

B. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in Section III Limits Of Insurance.

COMMERCIAL GENERAL LIABILITY

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Paragraph 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
 - b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.
4. Paragraph a. of the definition of "insured contract" (DEFINITIONS -- Section V) is deleted and replaced by the following:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water, is not an "insured contract";

5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I -- Coverages) is excluded by endorsement.

C. BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

D. BLANKET ADDITIONAL INSURED -- MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.
2. The insurance afforded to the additional insured does not apply to:
 - a. Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense which is committed, after you cease to be a tenant in that premises;
 - b. Any premises for which coverage is excluded by endorsement; or
 - c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible

"other insurance" available to such additional insured, unless you have agreed in the written contract that this insurance must be primary to, or non-contributory with, such "other insurance".

E. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to paragraph 1. Insuring Agreement of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

"Bodily injury" arising out of the rendering of, or failure to render, the following will be deemed to be caused by an "occurrence":

- a. Medical, surgical, dental, laboratory, x-ray or nursing service, advice or instruction, or the related furnishing of food or beverages;
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
 - c. First aid; or
 - d. "Good Samaritan services." As used in this Provision E., "Good Samaritan services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
2. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 1. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
 3. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

(This insurance does not apply to:) "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.
 4. For the purposes of determining the applicable limits of insurance, any act or omission

together with all related acts or omissions in the furnishing of the services described in paragraph 1. above to any one person will be deemed one "occurrence".

5. This Provision E. does not apply if you are in the business or occupation of providing any of the services described in paragraph 1. above.
6. The insurance provided by this Provision E. shall be excess over any valid and collectible "other insurance" available to the insured, whether primary, excess, contingent or on any other basis, except for insurance that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

F. EXTENSION OF COVERAGE – BODILY INJURY

The definition of "bodily injury" (DEFINITIONS – Section V) is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

G. CONTRACTUAL LIABILITY – RAILROADS

1. Paragraph c. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:

c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" (DEFINITIONS – Section V) is deleted.

H. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision, subject to the following provisions:

1. This insurance applies only when required to be provided by you by an ordinance, law or building code and only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for the state or political subdivision; or

COMMERCIAL GENERAL LIABILITY

- b. "Bodily injury" or "property damage" included in the "products-completed operations hazard".

I. OTHER INSURANCE CONDITION

- A. COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 4. (Other Insurance) is deleted and replaced by the following:

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insurance" by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional

insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

- B. The following definition is added to DEFINITIONS (Section V):

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (1) Another insurance company;
 - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5 of LIMITS OF INSURANCE (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4 of LIMITS OF INSURANCE (Section III) applies;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
 - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

J. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) are amended as follows:

1. In paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

1. The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

2. Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.
3. This Provision K. does not apply as respects the specific number of days within which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" that causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

L. UNINTENTIONAL OMISSION

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance. However, this Provision L. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

M. PERSONAL INJURY – ASSUMED BY CONTRACT

1. The following is added to Exclusion e. (1) of Paragraph 2., **Exclusions of Coverage B. Personal Injury, Advertising Injury, and Web Site Injury Liability of the Web XTEND Liability** endorsement:

Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal injury" provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been as-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

sumed in the same "insured contract"; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
- 2. Paragraph 2.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) is deleted and replaced by the following:
 - d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- 3. The third sentence of Paragraph 2 of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) is deleted and replaced by the following:

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, or the provisions of Paragraph 2.e.(1) of Section I – Coverage B – Personal Injury, Advertising Injury And Web Site Injury Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage", or damages for "personal injury", and will not reduce the limits of insurance.
- 4. This provision M. does not apply if coverage for "personal injury" liability is excluded by endorsement.

N. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed, to name as an additional insured, but only with respect to their liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such additional insured, subject to the following provisions:

- 1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.
- 2. The insurance afforded to the additional insured does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense which is committed, after the equipment lease expires.
- 3. The insurance afforded to the additional insured is excess over any valid and collectible "other insurance" available to such additional insured, unless you have agreed in the written contract that this insurance must be primary to, or non-contributory with, such "other insurance".

**CITY OF OAKLAND
BUSINESS TAX CERTIFICATE****ACCOUNT
NUMBER**

1939017

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A, of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

PACIFIC TRENCHLESS INC

EXPIRATION DATE

12/31/2012

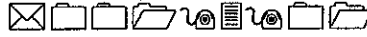
BUSINESS LOCATION

1776 11TH ST

OAKLAND, CA 94607-1436

BUSINESS TYPE

H Construction Contractors



A BUSINESS TAX
CERTIFICATE IS REQUIRED
FOR EACH BUSINESS
LOCATION AND IS NOT
VALID FOR ANY OTHER
ADDRESS.

YOU MAY BE REQUIRED
TO OBTAIN A VALID
ZONING CLEARANCE TO
OPERATE YOUR BUSINESS
LEGALLY. RENTAL OF
REAL PROPERTY IS
EXCLUDED FROM ZONING.

NAME
MAILING ADDRESS

PACIFIC TRENCHLESS INC
1776 11TH ST
OAKLAND, CA, 94607-1436



PUBLIC INFORMATION
ABOVE THIS LINE TO BE
CONSPICUOUSLY POSTED!



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **776788**

Entity **CORP**

Business Name **PACIFIC TRENCHLESS INC**

Classification(s) **A**

Expiration Date **03/31/2014**

www.cslb.ca.gov



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

PACIFIC TRENCHLESS INC.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

1776 11TH STREET

City, state, and ZIP code

OAKLAND CA 94607

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

 - -

Employer identification number

9 4 - 3 3 6 1 3 5 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person

Date ▶

11/27/2012

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



City of Oakland

Equal Benefits Ordinance

Certificate of Compliance

is hereby awarded to

Pacific Trenchless Inc.

For satisfying all requirements necessary for compliance with the Equal Benefits Ordinance

Deborah Barnes
Deborah Barnes
Contract Compliance & Employment Services Manager

September 8, 2006
Date



Schedule B-2 – Arizona Resolution

To be completed by Business Owner

Declaration of Compliance with the Arizona Resolution #82727

(1) Business Name PACIFIC TRENCHLESS INC.

(2) Business Contact Person: (Name/Title) ALAN CASSERLY / VICE-PRESIDENT

(3) Business Contact Person: (Phone/E-mail) (510) 986-0244 / PACIFICTRENCHLESS@GMAIL.COM

(4) Business Headquarters Address 1776 11TH STREET, OAKLAND CA 94607

(5) Existing contracts with the City? ☒ Yes ☐ No If Yes, please list title and agency below:
CITY OF OAKLAND SEWER PROJECT NO. C312010 (LOCHARD STREET) - PUBLIC WORKS AGENCY

(6) The above named company is currently responding to the following contract opportunity:

Title: REHAB OF SEWERS BOUNDED BY MOUNTAIN BLVD., GREENRIDGE DR. & KELLER AVENUE.

Project Number: C312510

Name of City Contact/Project Manager/Agency/Department GUNAWAN SANTOSO

Phone/ e-mail (510) 238-7260 / GSANTOSO@OAKLANDNET.COM

A

☒ I declare under penalty of perjury that my company is **NOT** headquartered in Arizona

Signed (Business Owner) [Signature] Date 11/27/12

B

☐ * I declare under penalty of perjury that my company **is** headquartered in Arizona and my proposal/bid should be considered because

(Please use attachments if additional space is needed).

Signed (Business Owner) _____ Date _____

* Excerpt: (Resolution #82727) RESOLVED: That unless and until Arizona rescinds SB 1070, the City of Oakland urges City departments (1) to the extent where practicable, and in instances where there is no significant additional cost to the city or conflict with law, to refrain from entering into any new or amended contracts to purchase goods or services from any company that is headquartered in Arizona, (2) to not send City officials or employees to conferences in Arizona, and (3) to review existing contracts for the purchase of goods and services with companies headquartered in Arizona and explore opportunities to discontinue those contracts consistent with the terms of those contracts and principles of fiscal responsibility, and"



Schedule C-1
**"DECLARATION OF COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT"**
(To be completed by the prime)

The Americans with Disabilities Act (ADA) requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.

I certify that I will comply with the Americans with Disabilities Act by:

- A. Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities;
- B. Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
- C. Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor's program would result;
- D. Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
- E. Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities; and
- F. If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.

Schedule P
"NUCLEAR FREE ZONE DISCLOSURE FORM"

I certify that:

- A) Neither this Business Entity nor any of its subsidiaries, affiliates or agents engages in nuclear weapons work or anticipates entering into such work for the duration of its contract(s) with the City of Oakland, and
- B) The appropriate individuals of authority are cognizant of their responsibility to notify the Office of Finance of the City of Oakland if the Business Entity or any of its subsidiaries, affiliates or agents subsequently engages in nuclear weapons work.



Schedule U
"COMPLIANCE COMMITMENT AGREEMENT"

I have read the City of Oakland and Redevelopment Agency Local/Small Local Business Enterprise Program (L/SLBE) and that for the pertinent project, I have achieved the requirement of 50% L/SLBE participation, of which at minimum 25% has been allotted to Local Business Enterprises (LBE), and 25% has been allotted to Small Local Business Enterprises (SLBE); and that 50% of the total trucking dollars have been allotted to certified Oakland Local Truckers (trucking dollars applicable only to construction services projects). In the event that these requirements have not been achieved, I understand that my bid will be deemed non responsive.

As prime contractor for this project, I agree to use the City of Oakland's electronic payroll system to input ALL certified payrolls reports including all tiers of subcontractors for this project (certified payroll applicable only to construction services projects).

As prime, I agree to submit with the final payment request, a completed "Exit Report and Affidavit form". The Exit Report and Affidavit Form is located on the City's website at <http://cces.oaklandnet.com/cceshome/>.

Schedule V
"AFFIDAVIT OF NON-DISCIPLINARY OR INVESTIGATORY ACTION"

I certify that the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

By signing and submitting this form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the Schedule C-1, Schedule P, Schedule U and Schedule V's stated conditions.

11/27/2012

Date

Pacific Trenchless Inc.

Company Name

1776 11th Street

Address

Oakland

City

Ca

State

94607

Zip

Signature of Authorized Representative

Alan Casserly


Type or Print Name

Vice-President

Type or Print Title

(510) 986-0244 pacifictrenchless@gmail.com

Phone/Email

 CITY OF OAKLAND	DEPARTMENT OF CONTRACTING AND PURCHASING Social Equity Division Phone: 510-238-3970 Fax: 510-238-3363
	SCHEDULE D OWNERSHIP, ETHNICITY and GENDER QUESTIONNAIRE

Part I: OWNERSHIP & ETHNICITY of PRIME:

Firm or Individual Name FACILE TRENCHLESS INC. Phone (510) 986-0244
 Street Address 1776 11th Street City OAKLAND State CA Zip 94607 Federal ID # 94-3361351
 City of Oakland Business License Number 1939017 Completed by: Alan Cassery Phone if different from above _____

(Please check one and explain below)

- ☐ Self Employed, Name of Owner _____
☒ Partnership, General or Limited _____ Names of Partners _____
☐ Corporation, State of Incorporation California
☐ Joint Venture, Names of Participants _____

Ownership Interests
 All owners must be listed in this information

Ethnicity	African American	American Indian/Alaskan Native	Asian or Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners							
% Of Total Ownership				<u>71</u>			
Women							
Joint Venture Ownership							

Part II: CERTIFICATIONS

Please attach a copy of the certification letter or provide the certification number and expiration date.

- ☐ Minority-owned Business Enterprise (MBE)? Cert # _____ Expiration Date _____
☐ Woman-Owned Business Enterprise (WBE) Cert # _____ Expiration Date _____
☐ Disadvantaged Business Enterprise (DBE) Cert # _____ Expiration Date _____
☐ Oakland Certified Local Business Enterprise Cert # _____ Expiration Date _____
☒ Other SLBE Cert # 6330 Expiration Date 10/31/2013

Part III: Ethnicity and Gender of Employees

Employment Category			Male							Female						
Total Employees																
Oakland Residents																
African American																
American Indian/Alaskan Native																
Asian/ Pacific Islander																
Caucasian			2													
Hispanic										14						
Other																
African American																
American Indian/ Alaskan Native																
Asian/ Pacific Islander																
Caucasian																
Hispanic																
Other																
Project Management																
Professional																
Technical																
Clerical																
Trades		9														

AFFIRMATIVE ACTION INFORMATION I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Viet Nam era and shall insure compliance with all provisions of 41 CFR 60-250.4 where applicable.

I declare under penalty of perjury that the foregoing is true and correct. Signature

Print Name

Alan Casserly

Title

Vice-President

Date

11/27/12

Please be advised that the ethnicity and gender information contained in this Schedule D will be used for reporting and tracking purposes ONLY.

Pending Dispute Disclosure Form

Policy – All entities are required to disclose pending disputes with the City of Oakland or Redevelopment Agency when they submit bids, proposals or applications for a City or Agency contract or transaction involving:

- The purchase of products, construction, non-professional or professional services,
- Contracts with concessionaires, facility or program operators or managers,
- Contracts with project developers, including Disposition and Development Agreements, lease Disposition and Development Agreements and other participation agreements
- Loans and grants, or acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of city facilities for a term less than thirty (30) consecutive calendar days.

Disclosure is required at the time bids, proposals or applications are due for any of the above-described contracts or transactions when an entity is responding to a competitive solicitation and at the commencement of negotiations when bids, proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process.

The disclosure requirement applies to pending disputes on other City and Agency contracts or projects that: (1) have resulted in a claim or lawsuit against the City of Oakland or Redevelopment Agency, (2) could result in a new claim or new lawsuit against the City of Oakland or Redevelopment Agency, or (3) could result in a cross-complaint or any other action to make the City of Oakland or Redevelopment Agency a party to an existing lawsuit. "Claim" includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation.

Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, that is involved in a pending dispute against the City of Oakland or Oakland Redevelopment Agency.

Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award. The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities.

Individuals, Businesses or other entities should respond below:

1. Are you or your firm involved in a pending dispute or claim Against the City of Oakland or Oakland Redevelopment Agency?

No ☒ Yes ☐ (check one)

2. If you answered "Yes", list existing and pending lawsuit(s) and claim(s) with the title and date of the contract, a brief description of the issues, officials or staff persons involved in the matter and the City or Agency department/division administering the contract.

Contract Title: _____

Date: _____ **Official(s), Staff person(s) involved:** _____

Administering Department/Division: _____

Issues: _____

Contract Title: _____

Date: _____ **Official(s), Staff person(s) involved:** _____

Administering Department/Division: _____

Issues: _____

(check) ☐ Additional Disputes listed on Attachment

By signing below, I certify that all representations and disclosures made herein are true, correct and complete.

Signature:  _____

Print Name: Alan Casserly

Title: Vice-President **Date:** 11/27/2012

FOR CITY USE ONLY

Based upon a review of this questionnaire and any other factors I have cited below, I have determined that this person (is) (is not) an independent contractor.

Date

City Attorney/Assistant City Attorney/
Deputy City Attorney

**PART A: INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY
PROPOSED CONTRACTOR**

Name of Contractor PACIFIC TRENCHLESS INC.
SSN or Corporate Taxpayer ID No. of Contractor 94-3361351

Please answer questions "yes" or "no" whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet.

The word contract refers to the agreement the City is contemplating entering into with you.

**NOTE: IF YOU ARE A CORPORATION, YOU NEED NOT COMPLETE THE
REMAINDER OF THIS QUESTIONNAIRE IF YOU RETURN IT SHOWING, ABOVE, YOUR
CORPORATE FEDERAL TAXPAYER NUMBER AND ATTACHING A COPY OF YOUR
CERTIFICATE OF CORPORATE GOOD STANDING ISSUED BY THE STATE OF
CALIFORNIA.**

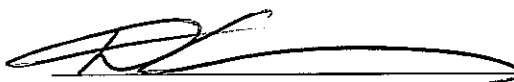
	Yes	No
1. Have you performed services for the City in any year(s) prior to 2012? If yes, please indicate which years. <u>2008, 2009, 2010, 2011</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract <u>4 MONTHS (16 weeks)</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services. <u>MONDAY - FRIDAY 8⁰⁰AM - 5⁰⁰PM</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Yes	No
6. Please provide the date on which you expect to complete your services under the contract. <u>MAY 31ST, 2013</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies. <u>EXCAVATORS, BACKHOES, PUMPS, COMPRESSORS, TRUCKS, WINCHES</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Other than the above-referenced supplies and equipment, do you anticipate incurring any <u>unreimbursable</u> out-of-pocket expenses in the performance of the contract with the City? If yes, please describe. _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Do you have federal and state employer identification numbers? If so, please provide these numbers. <u>FEIN : 94-3361351</u> <u>STATE ID# : 251-2274-8</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. <u>Within the past two years</u> have you performed the same type services (as called for in the contract) for any client or customer <u>other than</u> the City? If yes, please identify the client or customer and briefly describe the services performed. <u>RICHARDSON BAY SANITARY DISTRICT, SEWER REPAIR OF</u> <u>MAINS, LATERALS, MANHOLES etc!</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Do you <u>currently</u> have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed. _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy. _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Do you have your own <u>employees</u> to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.) _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Within the <u>past two years</u> have you been the <u>employee</u> of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed. _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address. <u>1776 11TH Street</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Yes	No
17. With regard to the following, please indicate whether you have:		
a. an existing business letterhead? (please attach) ✓	✓	
b. an existing business phone number other than your home number? (please indicate #) (510) 936-0244	✓	
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		✓
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.		✓
18. If you have answered parts or all of No. 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?		✓
19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency. CONTRACTOR License (GENERAL ENGINEERING) 776788 A CALIFORNIA State License Board (CA)	✓	
20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self employment purposes. EXCAVATOR, BACKHOE, TRUCK PURCHASES TOOLS AND SUPPLIES YARD & OFFICE SPACE PURCHASE	✓	

I VERIFY THAT THE RESPONSES ABOVE ARE TRUE AND CORRECT.

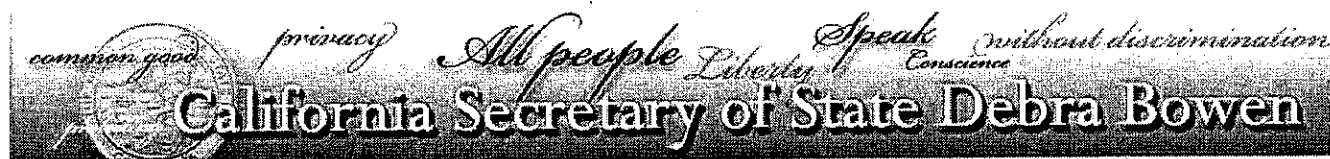
11/27/2012
Date


Contractor PACIFIC TRENCHLESS INC. (ALAN CASSELY, V.P.)

PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS A SHORT-TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR AND THE REASON FOR YOUR OBJECTION.

PACIFIC TRENCHLESS, INC.

1776 11th Street, Oakland Ca 94607
Class A Engineering License #776788
Phone (510) 986-0244 Fax (510) 986-0245



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Business Entity Detail

Data is updated weekly and is current as of Friday, November 23, 2012. It is not a complete or certified record of the entity.

Entity Name:	PACIFIC TRENCHLESS INC.
Entity Number:	C2205501
Date Filed:	12/30/1999
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	1619A CAMPBELL STREET
Entity City, State, Zip:	OAKLAND CA 94607
Agent for Service of Process:	AIDAN TONY HONEYMAN
Agent Address:	1619A CAMPBELL STREET
Agent City, State, Zip:	OAKLAND CA 94607

*Aidan will change
 * - New address on 11th street*

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

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SCHEDULE M

PART B: INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY REQUESTING DEPARTMENT

Contracting Dept. or Agency: PWA
Dept. or Agency Liaison: Jimmy Mach (Ext: 3303)
Name of Contractor: Pacific Trenchless, Inc.
Contractor EIN or SSN: _____

To be completed by the City Department or Agency, and attached in completed form with Part A (completed by the Contractor) and submitted for written approval to the City Attorney **before** submission of contract.

1. Briefly describe the work to be performed by the Contractor. The proposed work consists, in general, of the installation of 1,769 feet of Cured in-Place Liner in sewer mains and rehabilitation of 9,996 feet of sewer mains by pipe expanding; rehabilitating house connection sewers, reconnecting house connection sewers, and other work specifically shown on the project plans or included in the Special Provisions.
2. Will this contract require the Contractor to personally perform all services or will the Contractor have the option of assigning duties to his or her own employees or assistants? Can be assigned to employee or assistants of contractor.
3. Do you intend to give the Contractor instructions on how to do the work under the contract? No
4. Briefly describe the extent to which you are planning to supervise or oversee the work of the Contractor. Work will be inspected by Project Delivery, Resident Engineer.
5. Will the work of the Contractor end because this is a finite project or will it end because there are not funds to support the continuation of the Contractor's work beyond a date certain? Finite project.
6. Describe the extent to which the Contractor will work on or at City facilities or sites (rather than in the Contractor's own offices). Work will be done in project site as specified in plans
7. Are all services to be performed by the Contractor clearly distinguishable from the duties performed by any employee in any City of Oakland job classification? Yes
8. If your response to No. 7 is "No", identify job classifications having material duties which are similar. (Verify with OPRM if uncertain.) _____
9. Will the Contractor be paid on an hourly basis? If yes, please state the amount per hour. No
10. Will the Contractor be paid on a total project basis? And, if the Contractor will be paid on a basis other than hourly or by total project basis, please describe. Contractor will be paid per bid items in the contract
11. Over how long a period of time will services under this contract be performed? 80 Working Days
12. Will the services require the Contractor's full-time attention for any given day (6 or more hours) or given week (30 or more hours) during the duration of the contract? If yes, please indicate the approximate amount of time. Yes, 8 hours per working day
13. Describe the extent to which the City is requiring the Contractor to perform the services on

fixed days of the week or at fixed hours. Work to be done as specified by the contract.

14. Will the Contractor be asked to keep hourly records and report time spent on the project by the hour or portions thereof? Yes

15. Will the Contractor be reimbursed or expect reimbursement for expenses incurred in the performance of this contract? Yes

16. Is the City expecting the Contractor to put in a minimum number of hours per week on the project? No, there is total number of working days to complete the project as specified by the contract

17. Will the Contractor be expected to attend meetings scheduled by the City? If so, describe the type and frequency of meetings. There is meeting between Resident Engineer and contractor once a month depending on the progress of the work.

18. Is there is a reason why the City cannot or should not employ the person as a temporary civil-service-exempt employee? If there is such a reason, briefly explain below: No

I VERIFY THAT THE ABOVE RESPONSES ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Jimmy Macy, Department or Agency Liaison

November 1, 2012



**CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS
FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS**

To be completed by City Representative prior to distribution to Contractor

City Representative Jimmy Mach Phone (510) 238-3303 Project Spec No. C312510

Department PWA - DEC Contract/Proposal Name Rehab of Sanitary Sewers

This is an ☒ Original ☐ Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name Pacific Trenchless Inc Phone 510-986-0244

Street Address 1619A Campbell Street City Oakland State CA Zip 94604

Type of Submission (check one) ☒ Bid ☐ Proposal ☐ Qualification ☐ Amendment

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name N/A Phone _____

Street Address _____ City _____ State _____ Zip _____

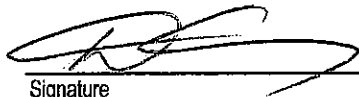
The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I/we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.


Signature

ALAN CASSELY
Print Name of Signer

08/15/12
Date

VICE-PRESIDENT
Position

To be Completed by City of Oakland after completion of the form

Date Received by City: / / By:

Date Entered on Contractor Database: / / By:

**SCHEDULE R
SUBCONTRACTOR, SUPPLIER, TRUCKING LISTING**



By request, Contract Compliance & Employment Services can email an electronic copy of Schedule R to your firm.

Note:

The contractor herewith must list all subcontractors and suppliers with values greater than one half of one percent and all trucking regardless of tier and dollar amount to be used on the project. The contractor agrees that no changes will be made in this list without the approval of the City of Oakland. Provide the address, type of work, dollar amount and check all boxes that apply. Bidders that do not list all subcontractors and suppliers with values greater than one half of one percent and all truckers regardless of tier and dollar amount shall be deemed non-responsive.

Date:

08/15/12

Company Name:

Pacific Trucking Inc.

Signed:

[Signature]

Type of Work	Company Name	Address and City	Phone Number	List Dollar Amount for Base Bid or Alternates				Subcontractor	Supplier	Trucking	Local (LBE)	Small Local (SLBE)	* Ethnicity	** Gender
				Base Bid	Alternate 1	Alternate 2								
TRUCKING	Williams Trucking	10420 Quaker Ave Oakland, CA 94605	(510) 568-3445	\$12,000	—	—		X		X			CM	
Grand Pipe	ATW Construction	4608 81st Avenue Oakland, CA 94621	(510) 568-2300	\$30,000	—	—		X					CM	
HOPE Pipe	P&F Distributions	511 Tunnel Ave Brisbane, CA 94004	(415) 467-4630	\$130,000	—	—			X				CM	
MH Warehous	US Concrete, Inc	3049 Industrial Ave Livermore, CA 94551	(925) 960-5740	\$12,000	—	—			X				CM	
Pipe Couplings	Mission Clay Prod.	880 81st Avenue Oakland, CA 94621	(510) 568-0800	\$15,000	—	—			X				CM	
MH Lininc	Condon of California	2211 NAVY DRIVE STRECHOW, CA 95206	(209) 941-8324	\$13,000	—	—			X				CM	
CIRP	Christian Brothers Living CO	32039 Yacht Rd Bastrop, LA 71229	(661) 816-4291	\$4,070	—	—		X					CM	

Attach additional page(s) if necessary.

Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.

* (AA=Asian American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)

** (M = Male) (F = Female)