



# TASK AUTHORIZATION



Ferry Point Sewer Pump Station Replacement Project

Date: March 17, 2022

## Activity Classification (Check applicable)

Administration	<input type="checkbox"/>
Engineering	<input type="checkbox"/>
Planning	<input type="checkbox"/>
Design	<input type="checkbox"/>
Construction	<input type="checkbox"/>
Construction	<input checked="" type="checkbox"/>
Sanitary Sewer	<input type="checkbox"/>
Storm Sewer	<input type="checkbox"/>
Sanitary P.S.	<input type="checkbox"/>
Storm P.S.	<input type="checkbox"/>
Wastewater	<input type="checkbox"/>
Other (specify below)	<input type="checkbox"/>

VWNA Project #: TBD

Proposed by: Chandrasekar Venkatraman, Veolia Water West Oper. Service

Reviewed by: Melissa Sandvold for Thomas Bolyen, Veolia Water West Oper. Serv. (Interim GM)

Reviewed by: Mary Phelps, Authorized City Dept. Rep. (PO verification)

Reviewed by: City of Richmond, Finance Department

Approved by: Joe Leach  
City of Richmond, Public Works Director

Approval Date:

Previously Authorized Amount: \$0.00

Original Line Item Approved Cost:	\$ 2,039,740
Approved markup (16.5%)	\$ 336,557
Total Authorized Amt.:	\$ 2,376,297

## Scope of Services

The Richmond Ferry Point Sewer Pump Station is located at Dornan Drive and Brickyard Cove Road. This pump station and corresponding equipment has reached the end of its useful life and requires replacement. In November 2020, the City contracted with design firm Schaaf & Wheeler to design the replacement project and prepare Construction Documents and Specifications. Veolia Water will be managing the Construction and testing contracts.

The project has been phased in four phases to allow for construction of the new facilities while keeping the existing pump station operational. In Phase 1, road improvements, including an intersection with a 4-way stop, will be constructed to permanently divert all traffic to the south west corner of the existing pump station. In Phase 2, the new pump station wetwells, masonry walls, mechanical piping & equipment, electrical installation & equipment, including a new EPA compliant back-up generator and the new electrical service by PG&E, will be installed. During Phase 3, the new pump station will be energized, started up and placed into service. Phase 4, the final phase, will include the decommissioning and removal of the existing pump station.

The project was advertised for bids on December 22, 2021. A mandatory PreBid Conference was held January 11, 2022, and was attended by twelve (12) firms. On January 27, 2022, sealed bids were received from six (6) bidders. The bids were reviewed by Veolia and the City, and the lowest, responsive bid of \$1,948,000.00 was submitted by Thompson Builders Corporation. Additionally, both geotechnical sampling and special inspection testing services are required for this project. From the City's specialty inspection short list, both Questa Engineering and Applied Materials & Engineering (AME) were requested to submit proposals for their respective work. Questa's bid in the not-to-exceed amount of \$52,800 is to perform geotechnical sampling and materials testing; and AME's proposal to perform special inspections and testing (i.e., reinforced concrete and structural masonry, etc.) in the not-to-exceed amount of \$38,490 were both reviewed by Veolia and found to be reasonable and necessary. Therefore, the total requested Task Authorization amount for all of this capital work, including Veolia's 16.5% markup, is \$2,376,297.

Contractor Bid			SUBTOTAL	Veolia Markup 16.50%	CO markup 9.00%	TOTAL
Thompson Builders	1,948,000	-	1,948,000	321,420		2,269,420
Geotechnical Services - Sampling, Mat'l Testing (Questa)	52,800		52,800	8,712		61,512
Special Inspection - Reinforced concrete, structural masonry, etc. (AME)	38,940		38,940	6,425		45,365
TOTAL	2,039,740	-	2,039,740	336,557	-	2,376,297

## Attachments

- (1) Bid proposal from Thompson Builders Corporation
- (2) Proposals from Questa Engineering and Applied Materials & Engineering (AME)

## PROPOSAL FORM

### Ferry Point Sewer Pump Station Improvements Project Located in Richmond, CA

To: Chandrasekar Venkatraman ("CV")  
Project Manager  
Veolia Water West Operating Services, Inc.  
601 Canal Blvd.  
Richmond, CA 94804

Submitted By:

Thompson Builders Corporation  
(Legal Name)  
5400 Hanna Ranch Road  
(Street Address)  
Novato, CA 94945  
(City, State, and Zip Code)  
415-456-8972  
(Phone)  
27 January 2022  
(Date of Quotation)

1. This Proposal Form along with the Bid Form shall be completed and submitted as required in the Returnable section of this Invitation to Bid.
2. This proposal is submitted in accordance with this Invitation to Bid for the construction of Ferry Point Sewer Pump Station Improvements Project in Richmond, CA.
3. Having carefully examined the contract documents, comprised of the plans, specifications, and all documents incorporated and/or included therein, together with any addenda thereto affecting the work, the undersigned agrees to perform all labor, supervision, furnish all material, supplies, permits and equipment and to do all else necessary to complete the work as specified for the following amount:

Base Bid (dollars) \$ 1,948,000

4. A complete list of any Bid Exceptions or Clarifications shall be provided with the Proposal Form. If no Exceptions or Clarifications are taken, a form stating No Exceptions or Clarifications shall be provided with the Proposal Form.
5. Shipping Cost and Sales tax – The equipment, chemicals, consumables and other supplies and services provided and used in the performance of the contract shall include all shipping costs and sales taxes imposed by any governmental body.
6. Certified payroll and prevailing wages are required as a part of this project and shall be submitted with all progress payments that are due each month.
7. In conformance with the current statutory requirements of California Labor Code Section 1860, et seq., the undersigned confirms the following as its certification:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions, before commencing the performance of the Work of this Contract.

6. Notice to Proceed

A Notice to Proceed will not be issued until Authorization is received from the City of Richmond. Contractor shall commence performance of the work only upon the full execution of the Subcontract Agreement with Veolia Water West Operating Services, Inc. Upon receipt of executed contract and a written Notice to Proceed (NTP), the Contractor shall promptly commence Work, shall prosecute the Work diligently and shall complete all Work within the agreed upon schedule duration.

7. For the purposes of the proposal, the Contract Documents and scope of work shall include all documents and information included as part of this Invitation to Bid, including any and all attachments or referenced documents.

8. Time of Completion

Contractor shall submit a proposed bar chart schedule for execution of the construction work with the bid proposal, which is a key consideration in contract award, as time is of the essence with this project.

Substantial Completion and Final Completion of the work for Ferry Point Sewer Pump Station Improvements Project are time sensitive and shall be completed as specified in **Section 00100 ADDITIONAL INSTRUCTIONS TO BIDDERS. Liquidated Damages of \$1,500 per day shall apply for each calendar day that contract work is not completed beyond the dates specified.**

Contractor shall commence performance of the work only upon the full execution of the construction contract with Veolia. Upon receipt of executed contract and a written Notice to Proceed (NTP), the Contractor shall promptly commence Work, shall prosecute the Work diligently and shall complete all Work within the proposed and agreed upon schedule duration.

9. For the purposes of the proposal, the contract documents and scope of work shall include all documents and information included as part of this Invitation to Bid, including any and all attachments or referenced documents.

10. Addenda

The bidder hereby acknowledges and initials receipt of the following issues of addenda, if any, posted on the BidsOnline system.

Addendum No.:	1	Dated	21 January 2022	Initialed	LJ LJ
				Receipt	
Addendum No.:		Dated		Initialed	
				Receipt	
Addendum No.:		Dated		Initialed	
				Receipt	
Addendum No.:		Dated		Initialed	
				Receipt	

Addendum No.:	Dated	Initialed	
		Receipt	
Addendum No.:	Dated	Initialed	
		Receipt	
Addendum No.:	Dated	Initialed	
		Receipt	
Addendum No.:	Dated	Initialed	
		Receipt	

*If any additional addendum were issued, note on separate sheet.*

# 11. Signatures of Proposal

*(If an individual, partnership, or non-incorporated organization)*

Signature of Bidder: N/A (Seal)

Printed Name: Lee Jones

Title: Vice President, Thompson Builders Corporation

Address of Bidder: 5400 Hanna Ranch Road, Novato CA 94945

Names and addresses of members of firm:

*(If a Corporation)*

Legal name of Bidder: Thompson Builders Corporation

By: [Signature]

Printed name: Lee Jones

Title of signer: Vice President

Business Address: 5400 Hanna Ranch Road, Novato CA 94945

Incorporated under the Laws of the State of: CA

Names of Officers --

All located at office address:

Paul Thompson, President

5400 Hana Ranch Road

Joe Hass, Vice President

Novato, CA 94945

Lee Jones, Vice President

Clayton Fraser, Vice President

00100-37

Ferry Point Sewer Pump Station Improvements Project

Vicki Nance, CFO

List of Subcontractors

<b>President</b>	<u>Paul Thompson</u>	<b>Secretary</b>	<u>Paul Thompson</u>
<b>Address</b>	<u>255 Margarita Drive</u>	<b>Address</b>	<u>255 Margarita Drive</u>
	<u>San Rafael, CA 94901</u>		<u>San Rafael, CA 94901</u>
<b>Treasurer</b>	<u>Paul Thompson</u>		
<b>Address</b>	<u>255 Margarita Drive, San Rafael, CA 94901</u>		

END OF SECTION

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California

County of MARIN

On 27 JAN 2022 before me, SHANNON MARIE MILLER, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared LEE JONES  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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State of California

County of MARIN

On 27 JAN 2022  
Date

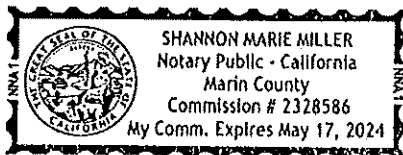
before me, SHANNON MARIE MILLER, NOTARY PUBLIC  
Here Insert Name and Title of the Officer

personally appeared PAUL 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.



Place Notary Seal and/or Stamp Above

Signature

Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

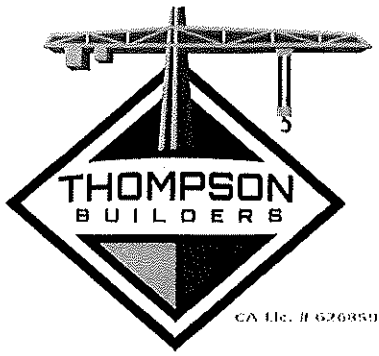
☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



5400 Hanna Ranch Road  
Novato, CA 94945  
General Contractor  
License # 626859  
Tel: 415-456-8972  
Fax: 415-459-0665

**Certification by Secretary of Corporate Resolution**

At the meeting of the Board of Directors of Thompson Builders Corporation, a corporation organized and existing under the laws of the state of California, dully called and held in accordance with the articles of incorporation and bylaws of the corporation at its office on July 6, 2015 at which quorum of the directors were present the following resolution was adopted to wit:

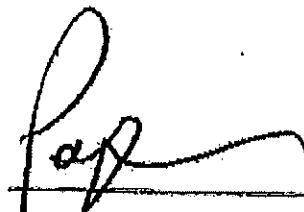
Resolved that a Lee Jones and Clayton Fraser are hereby authorized to sign contracts/agreements in the name of and on behalf of Thompson Builders Corporation.

I, Paul Thompson, Secretary of Thompson Builders Corporation do hereby certify that I am the Secretary of said corporation and that the above is a full, true, and correct copy of a resolution of the Board of Directors of said corporation, duly adopted at the meeting held on July 6, 2015 and that said resolution as not been revoked or rescinded.

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

7/6/15

Date

  
Secretary



## BID FORM

### SEE ATTACHED APPENDIX A

#### A. Bidder's Lump Sum Cost Breakdown

1. For work to be performed for a lump sum price, the Bidder shall submit a price breakdown to Construction Administrator prior to the first payment and within ten (10) calendar days after Notice to Proceed. The price breakdown, as revised and agreed upon by the Bidder and the Construction Administrator, shall be used for preparing future estimates for progress payments to the Bidder, or as the basis for evaluating and pricing change orders, and shall list the major items of work with a price fairly apportioned to each item.
2. The price breakdown shall be, generally, in the same format as the Contract specifications' divisions and subdivisions, with major items of work listed individually. The price breakdown shall be by sewer pipeline items and shall include separate items for identifiable portions of the sewer pipeline system (including specific prices for different size items within the system), and other logical divisions of work. Measurable approximate quantities of work performed by the Bidder or its subcontractors shall be provided. For quantities that are the sum total of several individual quantities, backup summaries shall be provided which list the individual descriptions and quantities (for instance; excavation, dewatering, pipe installation, backfill, paving, etc.). These summaries then will be used 1) to determine the quantities of work in place in subsequent progress payment requests and 2) as the basis for evaluating and pricing change orders.
3. The above is a statement of the intent of the Contract Documents to provide a moderate level of detail, acceptable to the Construction Administrator, to allow a fair and reasonable estimate to be made of the value of work installed. The detail of the price breakdown must be sufficient to provide timely processing of the monthly progress payment request.
4. The price breakdown will be subject to the approval of the Construction Administrator, and upon the request, the Bidder shall substantiate the price for any or all items and provide additional level of detail, including quantities of work and supplier's and subcontractor's written cost quotes. The price breakdown shall be sufficiently detailed to permit its use by the Construction Administrator as 1) one of the bases for evaluating requests for payments and 2) as the basis for evaluating and pricing change orders. The Construction Administrator shall be the sole judge of the adequacy of the price breakdown.

**END OF SECTION**

Addendum 1 - Attachment 1

Bid Items - City of Richmond - Ferry Point					
Item No.	Description of Work	Est. Qty.	Unit	Unit Price	Total Cost
1	Mobilization/Demobilization	1	LS	8,000	8,000
2	Site Preparation, Clearing, and Grubbing	1	LS	10,000	10,000
3	Road Improvements	1	LS	80,000	80,000
4	Demolition	1	LS	55,000	55,000
5	Excavation, Shoring, and Bracing	1	LS	100,000	100,000
6	Bypass Pumping	1	LS	40,000	40,000
7	Manhole, Wetwell, and Valve Vaults	1	LS	80,000	172,000
8	Submersible Pumps	3	EA	57,000	171,000
9	Piping and Accessories	1	LS	200,000	200,000
10	Electrical Panels	1	LS	520,000	
11	Standby Generator and Appurtenances	1	EA	112,000	
12	Miscellaneous Electrical Work	1	LS	214,000	
13	Access Hatches	1	LS	20,000	20,000
14	Site Improvements	1	LS	57,000	57,000
15	Concrete Foundations	1	LS	27,000	27,000
16	CMU Screen Wall	1	LS	110,000	110,000
17	Water Service Relocation and Appurtenances	1	LS	16,000	16,000
18	Startup, Testing, and Commissioning	1	LS	15,000	15,000
19	As-built Redlines	1	LS	1,000	1,000
20	Generator Filter (Revocable)	1	EA	40,000	40,000
Total					1,948,000

Total written in words: one million nine hundred forty eight thousand

Contractor Name: THOMPSON BUILDERS CORPORATION

## LIST OF SUBCONTRACTORS

The Bidder shall list below the names and location of place of business of each subcontractor who will perform work or labor or who will render service to the prime CONTRACTOR in or about the construction of the Work or improvement, or a subcontractor duly licensed who, under subcontract to the prime CONTRACTOR, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Contract Documents, in an amount in excess of one-half of one percent of the prime CONTRACTOR's total Bid or, in the case of Bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime CONTRACTOR's total Bid or \$10,000, whichever is greater. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid as non-responsive and may cause its rejection.

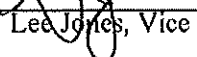
**Special Note:** The Prime Contractor shall perform not less than 50% of the Work identified in this Bid. In the event a Bidder lists subcontractors who will perform Work under this Bid in excess of 50% of the Work identified in this Bid, the Bid shall be considered non-responsive.

Bidders shall list the total % of Work to be performed by the Prime Contractor here: 75%  
(Shall not be less than 50%)

Work to be Performed	Contractor License Number	Percent of Total Contract	Subcontractor's Name, Address, and Contact Person
1. Electrical	679326	7.2%	Blocka Construction Inc Pleasanton, CA bids@blockainc.com
2. CMU	255203	2.1%	John Jackson Masonry Sacramento, CA sparksm@johnjacksonmasonry.com
3. Painting & Coating	364702	1.3%	Jeffco Painting & Coating Vallejo, CA Lane@Jeffcoptg.com
4. Rebar	218839	1.1%	Camblin Steel Rocklin, CA megan.villalobos@camblin.com
5.			
6.			

Add additional sheets, if

necessary. BIDDER Thompson Builders Corporation

  
Lee Jones, Vice President  
(Signature)

27 January 2022

(Date)

END OF SECTION

## CONTRACT BONDS

Before execution of the Contract, the Bidder shall file surety bonds with the Agency to be approved by the Board in the amounts and for the purposes noted below. Bonds issued by a surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract shall be deemed to be approved unless specifically rejected by the Agency. Bonds from all other sureties shall be accompanied by all of the documents enumerated in the Code of Civil Procedure, Section 995.660 a). The Bidder shall pay all bond premiums, costs, and incidentals.

Each bond shall incorporate, by reference, the Contract and be signed by both the Bidder and the Surety. The signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide two good and sufficient surety bonds. The "Payment Bond" (Material and Labor Bond) shall be for not less than 100 percent of the Contract Price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The bond shall be maintained by the Contractor in full force and effect until the Work is accepted by the Agency and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code.

The "Performance Bond" shall be for 100 percent of the Contract Price to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the Agency, and that all materials and workmanship will be free from original or developed defects. The bond must remain in effect until the end of all warranty periods set forth in the Contract Documents.

Should any bond become insufficient, the Contractor shall renew the bond within 10 days after receiving notice from the Agency. Should any surety at any time be unsatisfactory to the Board, notice to that effect will be given to the Contractor. No further payments shall be deemed due or will be made under the Contract until a new surety qualifies and is accepted by the Board.

Changes in the Work or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or the Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

The Contractor shall ensure that its Bonding Company is familiar with all of the terms and conditions of the Contract Documents, and shall obtain a written acknowledgement by the Bonding Company that said Bonding Company thereby waives the right of special notification of any changes or modifications of the Contract, or of time, or of decreased or increased Work, or of cancellation of the Contract, or of any other act or acts by the City or any of its authorized representatives.

Bonds shall be executed by either: (a) two (2) or more sufficient personal sureties; (b) one sufficient admitted surety insurer; or (c) a combination of sufficient personal sureties and admitted surety insurers. If a corporate surety insurer is used, a County Clerk's certificate evidencing that it is an admitted surety insurer shall be submitted with the bonds. If a personal surety is used, all requirements set out in Code of Civil Procedure Section 995.510 shall be met to the satisfaction of the Veolia Water West Operating Services, Inc.

**BID BOND**

**KNOW ALL PERSONS BY THESE PRESENTS,**

That Thompson Builders Corporation as Principal, and  
Markel Insurance Company as Surety,  
are held and firmly bound unto Veolia Water West Operating Services, Inc., hereinafter called "Veolia"  
in the sum of:

Ten Percent (10%) of the Total Amount Bid\*\*\*\*\* dollars  
(not less than 10 percent of the total amount of the bid)

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

**WHEREAS**, said Principal has submitted a Bid to Veolia Water West Operating Services, Inc. to  
perform the Work required under the Bid Schedule(s) of the Veolia's Contract Documents entitled:

**Ferry Point Sewer Pump Station Improvements Project**

**NOW THEREFORE**, if said Principal is awarded a Contract by Veolia Water West Operating Services,  
Inc., and within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to  
Bidders" enters into a written Agreement on the Form of Agreement bound with said Contract  
Documents, furnishes the required Certificates of Insurance, and furnishes the required Performance Bond  
and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and  
effect. In the event suit is brought upon this Bond by Veolia, and Veolia prevails, said Surety shall pay  
all costs incurred by Veolia in such suit, including a reasonable attorney's fee to be fixed by the court.

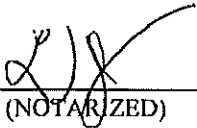
**SIGNED AND SEALED**, this 20th day of January, 2022.

**PRINCIPAL:** Thompson Builders Corporation

Check one: ☐ individual, ☐ partnership, ☒ corporation

(Corporations require two signatures; *one from each* of the following groups: A. Chairman of Board, President, or  
any Vice President; *AND* B. Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial  
Officer).

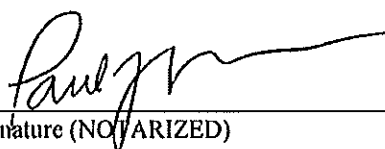
By

  
Signature (NOTARIZED)

Print Name and Title:

LEE JONES, VICE PRESIDENT

By

  
Signature (NOTARIZED)

Print Name and Title:

PAUL THOMPSON, PRESIDENT  
SECRETARY & TREASURER

**SURETY:**

Markel Insurance Company

By

  
Signature (NOTARIZED)

Print Name and Title:

Jonathan Russell, Attorney-In-Fact

# Markel Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That MARKEL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint

Patricia Drew, Deepa Neupane, Jonathan Russell, Jeff Parkhurst, Stella Winterbourne

Its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings of other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

In Unlimited Amounts

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution of the Board of Directors of Markel Insurance Company:

RESOLVED, that the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary or Assistant Treasurer shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for on behalf of the Company, subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Secretary.

FURTHER RESOLVED, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

In Witness Whereof, MARKEL INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed this 24th day of February, 2021.

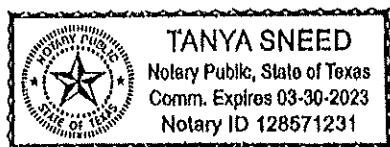
State of Texas  
Travis County

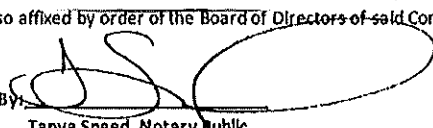


MARKEL INSURANCE COMPANY

By:   
Lindey L. Jennings, Vice President

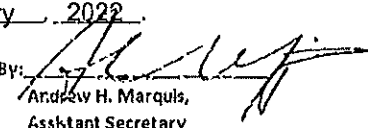
On this 24th day of February, 2021 before me personally came Lindey L. Jennings, to me known, who being by me duly sworn, did depose and say that he resides in Travis County, Texas, that he is Vice President of MARKEL INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



By:   
Tanya Sneed, Notary Public  
My commission expires 3/30/2023

I, Andrew H. Marquis, Assistant Secretary of MARKEL INSURANCE COMPANY, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and, furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Austin, Texas this 20th day of January, 2022.

By:   
Andrew H. Marquis,  
Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 510579

For verification of the authority of this Power you may call (713) 812-0800 on any business day between 8:30 AM and 5:00 PM CST.



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

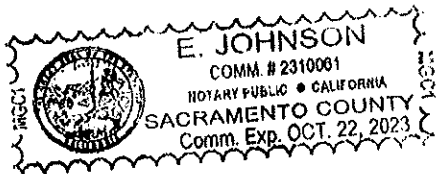
STATE OF CALIFORNIA

County of Sacramento

On 1/20/22 before me, E. Johnson, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Jonathan Russell

Name(s) of Signer(s)



Place Notary Seal Above

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

## 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 the 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: Jonathan Russell

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer Is Representing:

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer Is Representing:

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California

County of MARIN

On 20 JAN 2022

Date

before me, SHANNON MARIE MILLER, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared LEE JONES

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: BID BOND

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney In Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney In Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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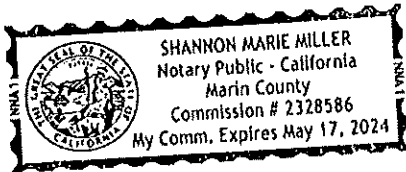
State of California

County of MARIN

On 20 JAN 2022 before me, SHANNON MARIE MILLER, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared PAUL 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.

Place Notary Seal and/or Stamp Above

Signature [Signature]  
Signature of Notary Public

**OPTIONAL**

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

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☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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☐ Individual ☐ Attorney in Fact

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Signer Is Representing: \_\_\_\_\_

# NON-COLLUSION AFFIDAVIT

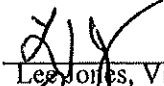

(To be executed by Bidder and submitted with Bid)

STATE OF CALIFORNIA ) ss.  
COUNTY OF Marin )

In accordance with Public Contract Code section 7106, (Name) Lee Jones, being first duly sworn, deposes and says that he/she is (Title) Vice President of (Company) Thompson Builders Corporation the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, and that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the City of Richmond, a municipal corporation, or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Corporate Seal:

Name of Firm	<u>Thompson Builders Corporation</u>	<u>27 January 2022</u>	Date
Signature	 <u>Lee Jones, Vice President</u>	<u>27 January 2022</u>	Date
Signature	 <u>Paul Thompson, President, Secretary &amp; Treasurer</u>	<u>27 January 2022</u>	Date

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

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

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

Subscribed and sworn to this 27th day of January of 20 22.

NOTARY PUBLIC

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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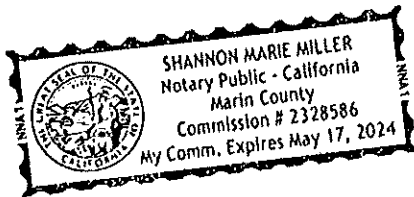
State of California

County of MARIN

On 27 JAN 2022 before me, SHANNON MARIE MILLER, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared LEE JONES  
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 and/or Stamp Above

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**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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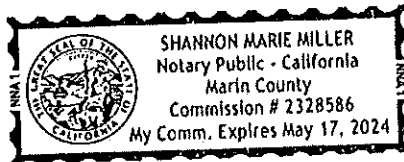
State of California

County of MARIN

On 27 JAN 2022 before me, SHANNON MARIE MILLER, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared PAUL 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.



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☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**END OF SECTION**

# **Thompson Builders**

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January 27, 2022

RE: **Thompson Builders Corporation**  
Experience Modification Rating

To Whom It May Concern:

This will confirm that Thompson Builders Corporation (TBC) maintains the following Experience Modification Rating (EMR) for the current and prior four years:

<u>Year</u>	<u>X-Mod</u>
2021	1.10
2020	1.10
2019	1.17
2018	.99

Thompson Builders Corporation maintains a superior insurance program, is proactive in its safety efforts, and continues to be dedicated to the safety of its employees as evidenced by the lower-than-average EMR for the 2018 and prior rating years.

TBC's 2019, 2020 and 2021 experience modifications are not indicative of their superior safety program or their claim administration processes. The experience modification increase in 2019 is directly related to two claims. One in 2017 (Claim #201035079) and one in 2016 Claim (#2010320317). Both of these claims were made by individuals that were hired from the local union hall as a requirement of the contract. These two individuals were laid off at job completion and workers' compensation claims were filed 30+ days post termination. The 2020 and 2021 modifications are still impacted by the 2017 claim.

An individual employer can have higher than average loss experience for a variety of reasons such as location, level of automation, and wage levels that have little to do with safety practices. Safety is just one consideration that can impact an experience modification. The fact that one company has a higher experience modification than another employer within the same classification does not necessarily imply that the first employer is less safe. Payroll under joint ventures is not captured in the experience modification rating and therefore full payroll is not realized.

TBC in conjunction with the EPIC are solidify the following processes:

- Reporting incidents promptly and staying in close touch with injured employees.
- Getting employees back on the job as quickly as possible to reduce or mitigate medical and temporary disability payments.
- Ensuring that employees receive prompt treatment to reduce our overall cost of claims.
- Developed a comprehensive loss prevention program focusing on key areas like back or repetitive injuries and soft tissue injuries.
- When hiring, check potential employee's background and safety records whenever possible.
- Monitor and track losses to identify and eliminate trends before they become costly.
- TBC's safety philosophy is built on a loss prevention culture which is essential to their business and employees' well-being.

Should you require additional information, do not hesitate to contact us. Thank you.

*Janet MacDougall*

Janet MacDougall, CIC  
Account Executive  
925.822.9018 direct  
[janet.macdougall@epicbrokers.com](mailto:janet.macdougall@epicbrokers.com)



January 21, 2021

RE: Thompson Builders Corporation  
Experience Modification Rating

To Whom It May Concern:

This will confirm that Thompson Builders Corporation (TBC) maintains the following Experience Modification Rating (EMR) for the current and prior three years:

<u>Year</u>	<u>X-Mod</u>
2020	1.10
2019	1.17
2018	.99
2017	.93

Thompson Builders Corporation maintains a superior insurance program, is proactive in its safety efforts, and continues to be dedicated to the safety of its employees as evidenced by the lower than average EMR for the 2016-2018 rating years.

TBC's 2019 and 2020 experience modifications are not indicative of their superior safety program or their claim administration processes. The experience modification increase in 2019 is directly related to two claims. One in 2017 (Claim #201035079) and one in 2016 Claim (#2010320317). Both of these claims were made by individuals that were hired from the local union hall as a requirement of the contract. These two individuals were laid off at job completion and workers' compensation claims were filed 30+ days post termination. The 2020 modification is also impacted by these two claims.

An individual employer can have higher than average loss experience for a variety of reasons such as location, level of automation, and wage levels that have little to do with safety practices. Safety is just one consideration that can impact an experience modification. The fact that one company has a higher experience modification than another employer within the same classification does not necessarily imply that the first employer is less safe. Payroll under joint ventures is not captured in the experience modification rating and therefore full payroll is not realized.

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Should you require additional information, do not hesitate to contact us. Thank you.

*Janet MacDougall*

Janet MacDougall, CIC  
Account Executive  
925.822.9018 direct  
[janet.macdougall@epicbrokers.com](mailto:janet.macdougall@epicbrokers.com)

**Risk Summary Report****Bureau Number: 88-34-75****Date Created: December 13, 2021****Risk's Primary Name and Mailing Address:**

THOMPSON BUILDERS CORP  
PO BOX 6115  
NOVATO, CA 94948-6115

**Experience Modification(s) -- last 10 years:**

Rating Year	X-Mod	X-Mod Status	Rerate
2022		Missing Experience	0
2021	110	Published	0
2020	110	Published	1
2019	117	Published	1
2018	99	Published	3
2017	93	Published	0
2016	92	Published	1
2015	99	Published	1
2014		ER Error(s)	2
2014	105	Published	1
2013		ER Error(s)	1
2013	91	Published	0

**Classification developing the most payroll during current Experience Period**

Class Code	Inspected	Description
5432	Yes	Carpentry-high wage

**WCIRB Assigned Classification(s):**

Class Code	Suffix	Inspected	Description
5201	01	Yes	Concrete/Cement Work-sidewalks-low wage
5205	01	Yes	Concrete/Cement Work-sidewalks-high wage
5403	00	Yes	Carpentry-low wage
5432	00	Yes	Carpentry-high wage
5606	00	Yes	Contractors-executive level supervisors
6218	01	Yes	Excavation-low wage
6220	01	Yes	Excavation-high wage
8227	00	Yes	Construction/Erection Permanent Yards
8810	00	Yes	Clerical Office Employees

**Additional Names on current policies:**

EMBARCADERO ENTERPRISES CORP
THOMPSON BUILDERS CORP
THOMPSON BUILDERS CORPORATION
THOMPSON DEVELOPMENT INC
WBB MANAGEMENT CO INC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/01/2020

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 have ADDITIONAL INSURED provisions or 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 CA LIC 0B29370 Edgewood Partners Insurance Center (EPIC) [Concord - Branch ID 15469] P.O. Box 5668  Concord, CA 94524	1-925-798-3334	CONTACT NAME: Janet MacDougall PHONE (A/C No. Ext): 925-822-9018 FAX (A/C No): 925-887-6815 E-MAIL ADDRESS: janet.macdougall@epicbrokers.com
INSURED Thompson Builders Corporation  P.O. Box 6115  Novato, CA 94948		INSURER(S) AFFORDING COVERAGE INSURER A: ZURICH AMER INS CO 16535 INSURER B: UNITED SPECIALTY INS CO 12537 INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 60812058

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded: \$25,000  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GLA016420505	12/01/20	12/01/21	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			GLA016420505	12/01/20	12/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			BTN2026958	12/01/20	12/01/21	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	WC695489101	12/01/20	12/01/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Evidence of Coverage.

## CERTIFICATE HOLDER


## CANCELLATION

Thompson Builders Corp.  P.O. Box 6115  Novato, CA 94948  USA	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 
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Thompson Builders Corp.

 Thompson Builders Corp.	Month 1			Month 2			Month 3			Month 4			Month 5			Month 6			Month 7			Month 8			Month 9			Month 10			Month 11			Month 12														
	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13	W14	W15	W16	W17	W18	W19	W20	W21	W22	W23	W24	W25	W26	W27	W28	W29	W30	W31	W32	W33	W34	W35	W36	W37	W38	W39	W40	W41	W42	W43	W44	W45	W46	W47	W48
FERRY POINT SEWER PUMP STATION																																																
SUBMITTALS/PROCUREMENT																																																
PUMPS																																																
ELECTRICAL EQUIPMENT																																																
PRECAST VAULTS																																																
PIPING MATERIAL																																																
WORK																																																
IMPROVE ROAD (DEMO, GRADE, AC STRIPING)																																																
PARTIAL SITE DEMO (PUMPS OPERATIONAL)																																																
EXCAVE & INSTALL VAULTS																																																
INSTALL FORCE MAIN (NO TIE-IN) & FLOW METER /VALVE PIPING																																																
INSTALL PUMPS & WETWELL PIPING																																																
INSTALL 6" SS MANHOLE																																																
INSTALL UNDERGROUND ELECTRICAL																																																
INSTALL EQUIPMENT & TANK PADS																																																
INSTALL GENERATOR & TANK																																																
INSTALL ELECTRICAL EQUIPMENT																																																
INSTALL BYPASS & DEMO PUMP STATION																																																
TIE-IN & START-UP																																																
SITE IMPROVEMENTS (CULV, GRADING, AC, GATES)																																																

March 9, 2022

Steve Susskind  
Veolia Water  
601 Canal Boulevard  
Richmond, CA 94804

**Subject:** Proposal to Perform Geotechnical and Materials Sampling and Testing at the Ferry Point Pump Station Improvements Project, Richmond, California

Dear Mr. Susskind:

This letter submits our proposed scope of services to perform Geotechnical and Materials Sampling and Testing in accordance with the Plans and Specifications for the Ferry Point Sewer Pump Station Improvements Project located at the intersection of Brickyard Cove Road and Dornan Drive in Richmond, California. This proposal is based on our review of the plans and specifications for the project, our knowledge of the project site, and our previous experience with the site vicinity.

### SCOPE OF SERVICES

Questa will perform the following services related to the Ferry Point Pump Station Improvements Project.

**Task 1.** Project management, budget management, client contacts, and scheduling of Geotechnical and Materials sampling and testing work. Review of testing results and field reports and forward test results to client.

**Task 2.** Foundation Inspections and Verification. Questa personnel will verify subgrade materials below the footing including type of materials penetrated and anticipated bearing capacity. Classification and compaction testing will be performed on controlled backfill materials. Verify materials used, layer thicknesses, and compaction of backfill materials. Verify subgrade and site preparation for controlled fill. Compaction testing will be performed in accordance with ASTM D 6938 field testing using the nuclear moisture/density gauge and ASTM D 1557 laboratory compaction curve determination.

**Task 3.** Concrete sampling and testing will be performed in accordance with the Project Specifications section 03300, Cast-In-Place concrete including ASTM test methods C31 (Specimen Collection), C39 (Compressive Strength Testing), C143 (Slump Testing), and C172 (Sampling of Fresh Concrete), and C173 (Air Entrainment) as needed. Sampling and testing will be performed by an experienced Field Engineer or Engineering Technician under direction of senior licensed professionals. After curing on site for a minimum of one day as required, the concrete sample sets will be transported to the certified testing laboratory for strength testing. As sampling and testing will

be performed during multiple concrete pours, summary field reports will be prepared for each concrete pour that is sampled and tested.

**Task 4.** Concrete strength testing will be performed by Applied Materials and Engineering (or other certified testing lab) for testing for concrete strength in accordance with ASTM C39 and the project Specifications section 03300. Testing will include two samples at 7 days and two samples at 28 days as specified in the Project Specifications. A sample will also be tested at 14 days. The testing laboratory will provide updates during the concrete testing on 7-day, 14-day and final 28-day results. Results of the testing will be reviewed and forwarded to Veolia personnel.

**Task 5.** A Contingency is included for additional geotechnical and materials testing services should these be required for the project. The long proposed project duration of 12 months may result in additional cost as a change in materials may require retesting to establish new base line values.

**Additional Special Inspection and Materials Testing Tasks.** Other special inspection and materials testing is listed on Sheet S-1 as being required for the project. This includes performing inspection of reinforcing steel and placement, steel welding inspection, anchor bolt inspections, and masonry inspections including grout and mortar, and seismic resistance inspection and verification. A Special Inspection firm experienced in this type of testing work should be retained for these inspection and testing requirements. We recommend Applied Materials and Engineering (AME), who has performed special inspection and materials testing work for the City of Richmond for many years.

## **FEE ESTIMATE**

Our services will be performed on a time-and-expenses basis in accordance with our **Schedule of Fees**. Our not-to-exceed fee estimate for the required work is **\$52,800**. Our fee estimate is broken down as follows.

<b>Task 1. Project Management/Scheduling Personnel/Review Results</b>	<b>\$ 2,800</b>
<b>Task 2. Foundation Inspections and Verification, Compaction Testing</b>	<b>\$ 7,700</b>
<b>Task 3. Concrete sampling and testing during concrete pour, Field reports and Transport samples to Lab (Assumes 30 events). Includes test equipment And sample container cost.</b>	<b>\$24,000</b>
<b>Task 4. Sample Testing by Certified Lab (30 sets assumed)(Includes 10% fee)</b>	<b>\$13,500</b>
<b>Task 5. Contingency 10%</b>	<b>\$ 4,800</b>
<b>Total Not-to-Exceed Cost Estimate</b>	<b>\$52,800</b>

Page 3  
Mr. Susskind  
March 9, 2022

Should you have any questions regarding this proposal please contact Will Hopkins at (510) 236-6114, extension 222 or by e-mail at [whopkins@questaec.com](mailto:whopkins@questaec.com).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Willard Hopkins', with a stylized flourish at the end.

Willard Hopkins  
Geotechnical Services Manager

Ref: 2100156\_Ferry-Pt-Geotechnical-Sampling-Testing-Proposal\_rev





APPLIED MATERIALS & ENGINEERING, INC.

980 41<sup>st</sup> Street  
Oakland, CA 94608

Tel: (510) 420-8190  
FAX: (510) 420-8186  
e-mail: [info@appmateng.com](mailto:info@appmateng.com)

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March 14, 2022

Steven Suskind  
Veolia Water  
601 Canal Blvd.  
Richmond, CA 94804

Subject: Proposal for Special Inspection & Testing Services  
Ferry Point Sewer Pump Station, Richmond

Dear Ms. Suskind,

As requested, we are pleased to submit this proposal for providing special inspection and testing services for the subject project. The following items are included:

- Fees: A. Hourly and Unit Costs & Basis of Charges.
- B. Budget Estimate.

The fee proposal is based on a review of plans (no date), information provided and past experience with similar projects. Assumptions made are clearly stated, our desire was to provide thorough competitive fees.

Please call if you have questions, we look forward to the opportunity of working with the Team.

Sincerely,

**APPLIED MATERIALS & ENGINEERING, INC.**

A handwritten signature in blue ink, appearing to read 'Dushyant Manmohan', is written over a horizontal line.

Dushyant Manmohan  
Principal



# APPLIED MATERIALS & ENGINEERING, INC.

980 41<sup>st</sup> Street  
Oakland, CA 94608

Tel: (510) 420-8190  
FAX: (510) 420-8186  
e-mail: info@appmateng.com

## FERRY POINT SEWER PUMP STATION

### RICHMOND

## SPECIAL INSPECTION & TESTING FEES

### A. HOURLY AND UNIT COSTS & BASIS OF CHARGES:

The estimated fees are based on the following State and Federally mandated prevailing hourly inspection rates and unit tests costs. Rates will be adjusted in accordance with DIR prevailing wage adjustments.

#### INSPECTION RATES

#### Per Hour

1 Reinforced Concrete	\$110.00
2 Masonry	\$110.00
3 Anchor Install	\$110.00
4 Anchor Test	\$115.00
5 Structural Welding	\$110.00

#### UNIT TEST COSTS

#### Per Set

1 Concrete Cylinders	\$300.00
2 Masonry Mortar, per set of 3 (includes pick-up)	\$300.00
3 Masonry Grout, per set of 3 (includes pick-up)	\$320.00
4 Masonry Composite Prisms, per set of 3 (includes pick-up)	\$600.00

#### OTHER COSTS

1 Project Management, per hour	\$185.00
2 Final Affidavit, each	\$400.00

#### BASIS OF CHARGES

**Minimum charge per call-out, show-up:**

**4 Hours/2 Hrs show-up**

**Work from 4-8 hours:**

Actual Time

**Travel to job site:**

Portal-to-Portal

**Mileage to job site or shop:**

\$0.60

**Parking:**

To be provided

Work over 8 and up to 12 hours per day, or on Saturday, per hour

Time & One Half

Work over 12 hours per day, or on Sundays and Holidays, per hour

Double Time

Night Differential, per hour

\$30.00 per hour

**FERRY POINT SEWER PUMP STATION****RICHMOND****SPECIAL INSPECTION & TESTING FEES****B. DETAILED FEES BY DISCIPLINE:**

For each of the disciplines requiring our services, we have provided the basis used by us for determining the fees. The following is a summary of our testing and inspection fees, followed by a detailed breakdown:

**SUMMARY OF FEES**

1	Reinforced Concrete	\$	17,600.00
2	Structural Masonry		12,610.00
2	Field Welds for Water Stops		2,200.00
3	Anchor Installations/Tests		1,760.00
4	Mileage		1,700.00
5	Project Management		2,220.00
6	Final Affidavit		400.00
TOTAL		\$	38,490.00

**BASIS FOR FEES****1 Reinforced Concrete**

Basis: The number of placements were provided. We are to provide reinforcing placement inspections, concrete placement and sampling will be by others.

	Cu. Yds.	No. of Placements	Sets of Cylinders	INSPECTION HOURS	
				Rebar	Concrete
S5, 7 & 8					
Vaults, Masonry Fnd., Pad	-	40	-	160	0
Total	0	40	0	160	0

a) Rebar Inspection:	160 hours @	\$110.00 per hour	\$	17,600.00
b) Concrete Placement Inspection:	0 hours @	\$110.00 per hour		0.00
c) Concrete Cylinder Tests	0 sets @	\$300.00 per set		0.00
Sub-Total			\$	17,600.00

**4 Structural Masonry**

Basis: The CMU Screen Wall is ~ 1200 sq ft of block. We are assuming 10 days for block work and grouting, per specifications continuous inspection is required for Masonry.

Per specifications, sampling and testing will be as follows

Masonry Mortar: Two test samples on the first three consecutive days, 10 total budgeted.

Grout: Two test samples on the first three consecutive days

Composite Prisms One set for every 5,000 sq ft

	Total Area	Days of Block Work	No. of Grout Pour	INSPECTION HOURS	
				Block	Grout
Retaining Wall	1200	10	2	40	40
<b>Total</b>	<b>1,200</b>	<b>10</b>	<b>2</b>	<b>40</b>	<b>40</b>

Mix design to be reviewed by the engineer.

a) Block Placement Inspections:	40 hours @	\$110.00 per hour	\$	4,400.00
b) Grout Placement Inspections:	40 hours @	\$110.00 per hour		4,400.00
c) Mortar Tests:	10 sets @	\$220.00 per set of 3		2,200.00
d) Grout Tests:	4 sets @	\$240.00 per set of 3		960.00
e) Composite Prisms:	1 sets @	\$650.00 per set of 3		650.00
<b>Sub-Total</b>			<b>\$</b>	<b>12,610.00</b>

## 2 Field Welds for Water Stops

Basis Per specifications, we are budgeting periodic inspections as follows:

	Inspection hours
Shop	0
Field	20

a) Shop Welding Inspection:	0 hours @	\$110.00 per hour	\$	0.00
b) Field Welding Inspection:	20 hours @	\$110.00 per hour		2,200.00
<b>Sub-Total</b>			<b>\$</b>	<b>2,200.00</b>

## 3 Anchor Installations/Tests

Basis: We are budgeting 16 hours each for anchor installations and tests

a) Anchor Installation	16 hours @	\$110.00 per hour	\$	1,760.00
a) Anchor Tests	16 hours @	\$115.00 per hour	\$	1,840.00
<b>Sub-Total</b>			<b>\$</b>	<b>3,600.00</b>

4 **Mileage** 85 trips @ \$20.00 per trip \$ 1,700.00

5 **Project Management** 12 hours @ \$185.00 per hour \$ 2,220.00

6 **Final Affidavit** \$ 400.00

**TOTAL \$ 38,490.00**

The above fees are not-to-exceed for the construction schedule provided to us. Based on our experience on similar projects in the past, the total costs can sometimes exceed the estimate due to changes in the construction schedule.

We will try to keep you informed of changes that have an adverse impact on inspection fees. **Efficiencies resulting in a reduced scope of work will result in credit back to you.**

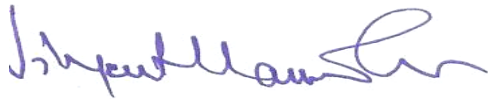
### **INDEMNIFICATION**

In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless AME, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities of costs including reasonable attorney's fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by the Consultant.

If you approve of our proposal and would like us to proceed, please sign and return the enclosed copy. We appreciate the opportunity to submit this proposal and look forward to working with you.

Sincerely,

**APPLIED MATERIALS & ENGINEERING, INC.**



Dushyant Manmohan  
Principal

### **ACCEPTANCE**

I have read the proposal set forth in the terms above and accept the proposal with the understanding that it includes those terms.

---

Title

Date