

File No. 130517

Committee Item No. 2

Board Item No. \_\_\_\_\_

# COMMITTEE/BOARD OF SUPERVISORS

## AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Sub-Committee

Date: 07/17/2013

Board of Supervisors Meeting

Date: \_\_\_\_\_

### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Information Form                       |
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Completed by: Victor Young

Date July 12, 2013

Completed by: Victor Young

Date \_\_\_\_\_

1 [Emergency Contract - Declaration of Emergency - North Shore Force Main - Not to Exceed  
2 \$7,575,529]

3 **Resolution approving Declaration of Emergency and emergency contract to repair**  
4 **leaks along the North Shore Force Main in an amount not-to-exceed \$7,575,529.**

5  
6 WHEREAS, A leak was detected from the existing North Shore Force Main at the  
7 intersection of Mission Street and The Embarcadero on March 20, 2012, and emergency work  
8 to repair the leak was successfully performed under Job Order Contract 28 at a total contract  
9 cost of \$575,529; and,

10 WHEREAS, Dye-testing of the existing North Shore Force Main subsequent to the  
11 emergency repair work performed under Job Order Contract 28 showed that additional leaks  
12 were occurring along the entire length of the North Shore Force Main along The  
13 Embarcadero, between Jackson Street and Howard Street; and,

14 WHEREAS, Administrative Code section 6.60 authorizes department heads  
15 responsible for public work to award an emergency contract, exempt from the competitive  
16 bidding process, in the event of an actual emergency which includes, ". . . The breakdown or  
17 imminent breakdown of any plant, equipment, structure, street or public work necessitating  
18 immediate emergency repair or reconditioning to safeguard the lives or property of the  
19 citizens; or the property of the City and County; or to maintain the public health or welfare;"  
20 and,

21 WHEREAS, The General Manager of the San Francisco Public Utilities Commission  
22 declared the existence of an emergency concerning the additional leaks detected in the North  
23 Shore Force Main by a memorandum dated June 12, 2012, addressed to the President of the  
24 Commission ("Declaration of Emergency"); and,

1           WHEREAS, The Declaration of Emergency stated that the emergency work is  
2 estimated to cost \$7,575,529; and,

3           WHEREAS, The President of the Commission approved the Declaration of Emergency  
4 under the authority set forth in Administrative Code section 6.60(D); and

5           WHEREAS, The San Francisco Human Rights Commission has granted a waiver of  
6 the subcontracting goals for an emergency contract pursuant to Chapter 14.A.12.2 of the San  
7 Francisco Administrative Code; and,

8           WHEREAS, The General Manager has selected Shimmick Construction Company, Inc.  
9 to perform the emergency work under a design-build contract, with an initial contract amount  
10 of \$4.2 million; and,

11           WHEREAS, Under Administrative Code section 6.60(D), declarations of emergencies  
12 for emergency work estimated to cost in excess of \$250,000 are subject to approval by the  
13 Board of Supervisors; and,

14           WHEREAS, The Controller has certified that the not-to-exceed amount of funds  
15 (\$7,575,529) are available for the emergency work to repair the North Shore Force Main from  
16 Project No. CENMSCIC; now, therefore, be it

17           RESOLVED, That the Board of Supervisors hereby approves the Declaration of  
18 Emergency and authorizes the General Manager to enter into an emergency contract to  
19 perform necessary repair and rehabilitation of the existing North Shore Force Main, with a  
20 total contract amount not to exceed \$7,575,529; and, be it

21           FURTHER RESOLVED, That any action to date by the San Francisco Public Utilities  
22 Commission to secure such emergency contract and resolve the emergency condition is  
23 hereby ratified.

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**RECOMMENDED:**

See file for signature

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Harlan L. Kelly, Jr.  
General Manager  
San Francisco Public Utilities Commission

**FUNDS AVAILABLE:**

See file for signature

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Ben Rosenfield, Controller

<b>Item 2</b> <b>File 13-0517</b> <i>(continued from July 10, 2013)</i>	<b>Department:</b> <b>Public Utilities Commission (PUC)</b>
<b>EXECUTIVE SUMMARY</b>	
<p style="text-align: center;"><b>Legislative Objectives</b></p>	
<ul style="list-style-type: none"> <li>• The proposed resolution would approve an emergency contract under Administrative Code Section 6.60 to Shimmick Construction Company, Inc. to perform necessary repairs and rehabilitation of the existing North Shore Force Main in an amount not-to-exceed \$7,000,000.</li> </ul>	
<p style="text-align: center;"><b>Key Points</b></p>	
<ul style="list-style-type: none"> <li>• On March 20, 2012, corrosion and joint separation in the North Shore Force Main caused sewage overflow onto the roadway near The Embarcadero and Mission Street intersection. On March 22, 2012, the Public Utilities Commission (PUC) declared an emergency for this immediate repair and retained Cal State Constructors, Inc., with whom PUC had an existing contract. Cal State Constructors, Inc. completed this work on April 23, 2012, for a total cost of \$575,529.</li> <li>• On June 12, 2012, the PUC issued a second emergency declaration for the immediate repair of additional leaks detected in segments of the North Shore Force Main under The Embarcadero between Jackson and Howard Streets.</li> <li>• On June 18, 2012, Shimmick Construction Company, Inc. submitted a bid for \$4,140,500; and the PUC approved a not to exceed contract for \$4,200,000 on July 23, 2012. As of July 2, 2013, all repairs have been completed, except for minor sidewalk restoration work on The Embarcadero.</li> </ul>	
<p style="text-align: center;"><b>Fiscal Impacts</b></p>	
<ul style="list-style-type: none"> <li>• The total project costs of not-to-exceed \$7,000,000 are \$2,800,000 or 67% more than the original not-to-exceed \$4,200,000 contract with Shimmick Construction Company, Inc. To date, Shimmick Construction Company, Inc. has incurred expenditures totaling \$4,480,128 and the PUC estimates additional expenditures of \$2,519,872, for a total of \$7,000,000.</li> <li>• All expenses will be funded from PUC's capital budget, funded through the wastewater ratepayers.</li> </ul>	
<p style="text-align: center;"><b>Recommendations</b></p>	
<ul style="list-style-type: none"> <li>• On July 10, 2013, the Budget and Finance Committee amended the proposed resolution to (a) reflect the actual cost for the original emergency work from \$600,000 to \$575,529 and (b) increase the requested emergency authorization by \$575,529 from \$7,000,000 to \$7,575,529, in order to include the initial emergency North Shore Force Main repairs that have already been incurred near The Embarcadero and Mission Street intersection.</li> <li>• Approve the proposed resolution, as previously amended.</li> </ul>	

**MANDATE STATEMENT/BACKGROUND****Mandate Statement**

In accordance with Administrative Code Section 6.60, an emergency contract awarded by a City department that exceeds \$250,000 requires approval by the Board of Supervisors. Administrative Code provisions also authorize department heads responsible for such emergency work to award and proceed with emergency contracts, which are not subject to the City's regular competitive bidding procedures. The Administrative Code defines an emergency as a sudden, unforeseeable and unexpected occurrence or a discovery of a condition involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss or damage to, life, health, property or essential public services.

**Background**

San Francisco has three major force mains:<sup>1</sup> North Shore, Channel, and Westside. The North Shore Force Main is a 36-inch diameter sewer pipe that carries approximately 20% of the City's sewer flow from the North Shore Drainage Basin in the northeast portion of San Francisco to the Southeast Water Pollution Control Plant for wastewater treatment. The North Shore Force Main ends at the intersection of Stuart and Howard Streets and is 7,700 feet long. None of the three major force mains currently have redundancies.<sup>2</sup> Thus, if any force main is taken out of service for an extended period of time, untreated sewage could overflow into the San Francisco Bay.

On March 20, 2012, the North Shore Force Main failed due to corrosion and joint separation,<sup>3</sup> causing sewage to flow onto the roadway surface near The Embarcadero and Mission Street intersection and requiring the North Shore Force Main to be operated at a substantially reduced capacity.

On March 22, 2012, the PUC declared an emergency for the immediate repair of the North Shore Force Main leak and, in accordance with Administrative Code Section 6.60, awarded a sole-source contract to Cal State Constructors, Inc., with whom PUC had an existing contract for repairs. According to Ms. Bessie Tam, PUC Project Manager, Cal State Constructors, Inc. provided an estimate of \$463,825 prior to beginning their work based on the assumption that only one leak near Mission Street existed. According to Ms. Tam, PUC did not request approval from the Board of Supervisors for this initial emergency contract work.

On April 6, 2012, Cal State Constructors, Inc. began repairs on the North Shore Force Main near The Embarcadero and Mission Street intersection. Work was completed on weekends and in the evenings, such that the North Shore Force Main was taken out of service for 24-hours at a time during actual repairs. When not being repaired, the North Shore Force Main was operating

<sup>1</sup> A Force Main is a pressurized main pipe that can carry water, sewage, and other materials.

<sup>2</sup> Prior to the subject emergency, PUC initiated a new capital project to provide redundancy to the North Shore Force Main. On April 24, 2012, the PUC approved the award of a \$15,488,000 contract to KJ Woods Construction, Inc. to build a redundant force main to the North Shore Force Main, which is expected to be completed at the end of 2013 or early 2014. After the redundant force main is completed, flow can be diverted to the new force main and the existing force main can be taken out of service for complete inspections and repairs.

<sup>3</sup> Pipes are installed in sections and joined together. For example, a pipeline that is 1,000-feet long is made up of 50-foot pieces. Each 50-foot piece is joined together at "joint" locations. Joint separations are separations at the joints between each section of pipe, which would allow the material inside the pipe to leak out.

at a reduced capacity. This emergency repair work was completed on April 23, 2012. On June 25, 2012, the PUC received an invoice from Cal State Constructors, Inc. for \$575,529. According to Ms. Tam, the discrepancy between Cal State Constructors, Inc.'s initial estimate of \$463,825 and the actual expenditures of \$575,529 that has now been paid to Cal State Constructors, Inc. was due to additional costs required to install seals at multiple leaks found by Cal State Constructors, Inc. inside the North Shore Force Main.

The proposed resolution states on Page 1, line 9 that this emergency contract with Cal State Constructors, Inc. cost a total of \$600,000. On July 10, 2013, the Budget and Finance Committee amended the proposed resolution to reflect the actual total cost of \$575,529.

On April 23, 2012, the PUC began to conduct additional dye tests to determine the sources of the various leaks in the North Shore Force Main. According to Ms. Tam, it took approximately six weeks to schedule the leak tests, await the laboratory results, then analyze and evaluate the results to conclude that additional leaks existed along the entire length of the pipe.

On June 4, 2012, PUC's Wastewater Enterprise determined a need for a second emergency declaration for the immediate repair of additional leaks detected in segments of the North Shore Force Main under The Embarcadero between Jackson Street and Howard Street. Ms. Tam advises that the remaining repairs of the North Shore Force Main, estimated to cost \$7,000,000, were based on PUC's preliminary estimates, together with the Department of Public Works (DPW) estimates. On June 12, 2012, the PUC officially declared this second emergency.

PUC requested proposals from two contractors for design and construction of a new pipe inside the existing pipe (a method called "lining") for approximately 3,000-feet of the North Shore Force Main. Ms. Tam stated that although emergency contracts are exempt from the City's regular bidding process, the PUC nonetheless requested qualifications and construction estimates from two qualified contractors who had performed similar types of work for the PUC.

On June 18, 2012, (a) Shimmick Construction Company, Inc. submitted a bid for \$4,140,500 and (b) NTK Construction, Inc. submitted a bid for \$4,000,000. According to Ms. Tam, Shimmick Construction Company, Inc. was selected because of their prior experience in addressing emergency construction contracts and because of their having more qualified staff resources available to perform the needed repair work.

On July 23, 2012, the PUC issued a notice to proceed to Shimmick Construction Company, Inc. for a not to exceed \$4,200,000. According to Ms. Tam, Shimmick Construction Company, Inc. immediately identified substantial differences between the assumed and actual site conditions, including finding an abandoned underground storage tank, unidentified utilities, and old wharfs under The Embarcadero, which required additional work from the contractor to remove or support these items prior to construction. This resulted in an additional cost of \$2,800,000, over the \$4,200,000 not previously anticipated, for a total cost of \$7,000,000.

According to Ms. Tam, all of the repairs were anticipated to be completed by July 1, 2013. However, as of July 2, 2013, some minor sidewalk restoration work on The Embarcadero still requires completion pending material delivery.

**DETAILS OF PROPOSED LEGISLATION**

Based on a declaration of emergency by the PUC on June 12, 2012, the proposed resolution would approve an emergency contract awarded by the PUC to Shimmick Construction Company, Inc. to perform the necessary repairs and rehabilitation of the North Shore Force Main for a total contract amount not to exceed \$7,000,000.

Previously, on March 22, 2012, the PUC declared a separate emergency to allow immediate repair of a leak in the North Shore Force Main detected at the intersection of The Embarcadero and Mission Street. The emergency work was successfully performed by Cal State Constructors, Inc. at a total cost of \$575,529.

Subsequent dye-testing work on the North Shore Force Main showed that additional leaks were occurring along the entire length of the North Shore Force Main on The Embarcadero between Jackson Street and Howard Street. Therefore, on June 12, 2012, the PUC declared a second emergency for the construction of a new pipe in the North Shore Force Main along The Embarcadero. The PUC subsequently selected Shimmick Construction Company, Inc. to perform the emergency work with an initial contract award of \$4,200,000. Under Administrative Code Section 6.60, an emergency contract awarded by a City department that exceeds \$250,000 requires approval by the Board of Supervisors. As previously noted, the current contract costs are estimated to total \$7,000,000.

**FISCAL IMPACTS**

According to Ms. Tam, as of January 25, 2013, Shimmick Construction Company, Inc. had submitted invoices to SFPUC totaling \$4,480,128, which have now been fully paid.

In addition, Ms. Tam advises that Shimmick Construction Company, Inc. presently estimates additional expenditures of \$2,519,872 (\$1,500,000 for labor and \$1,019,872 for equipment and materials) to complete the emergency work, for a total estimated cost of \$7,000,000, as shown in the Table below.

**Actual Expenditures to Date and  
Estimated Future Expenditures**

<b>Item</b>	<b>Actual invoices to date</b>	<b>Estimated additional Expenditures to be incurred</b>	<b>Total Estimated Expenditures</b>
<b>Total</b>	\$4,480,128	\$2,519,872	\$7,000,000

The total estimated project costs of not-to-exceed \$7,000,000 are \$2,800,000 or 67% more than the original not-to-exceed \$4,200,000 contract with Shimmick Construction Company, Inc. However, Ms. Tam explains that this cost increase is justified because Shimmick Construction Company, Inc. encountered additional costs due to unanticipated site conditions, traffic and



operational restrictions, weather impacts, and time delays. Ms. Tam also advises that the actual cost to be incurred by Shimmick Construction Company, Inc. is closer to the original preliminary \$7,000,000 estimate by DPW engineers and PUC management at the time of the emergency declaration.

Ms. Tam advises that all of these emergency repair costs have been and will be paid from the 2013 Wastewater Revenue Bonds, which were issued for the costs of planning, design, construction, and improvements of various capital improvement projects and is funded through the wastewater ratepayers.

The proposed resolution had not included a request for approval of the original emergency repairs to the North Shore Force Main near The Embarcadero and Mission Street Intersection, which as discussed above, were completed under a sole-source emergency contract with Cal State Constructors, Inc., on April 23, 2012, at a cost of \$575,529. According to Ms. Tam, a separate emergency resolution has not been submitted to the Board of Supervisors for approval of such emergency repairs. In accordance with the City's Administrative Code Section 6.60, an emergency contract awarded by a City department that exceeds \$250,000 requires approval by the Board of Supervisors. Therefore, on July 10, 2013, the Budget and Finance Committee amended the proposed resolution from a not-to-exceed amount of \$7,000,000 which reflects the total costs to be incurred under the PUC's second emergency declaration to a not-to-exceed of \$7,575,529 in order to reflect the \$575,529 costs of the original emergency repairs of the North Shore Force Main.

## RECOMMENDATIONS

1. On July 10, 2013, the Budget and Finance Committee amended the proposed resolution to (a) reflect the actual cost for the original emergency work from \$600,000 to \$575,529 and (b) increase the requested emergency authorization by \$575,529 from \$7,000,000 to \$7,575,529, in order to include the initial emergency North Shore Force Main repairs that have already been incurred near The Embarcadero and Mission Street intersection.
2. Approve the proposed resolution, as previously amended.





**San Francisco  
Water Power Sewer**  
Services of the San Francisco Public Utilities Commission

1155 Market Street, 11th Floor  
San Francisco, CA 94103  
T 415.554.3155  
F 415.554.3161  
TTY 415.554.3488

*INTER-OFFICE MEMORANDUM*

DATE: March 22, 2012

TO: The Honorable Anson Moran  
President, San Francisco Public Utilities Commission

THROUGH: Ed Harrington  
General Manager *E.H.*

FROM: Tommy T. Moala *my signature for TM 3/22/12*  
Assistant General Manager, Wastewater Enterprise

SUBJECT: Declaration of Emergency: Repair North Shore Force Main

On March 20, 2012, the SFPUC Wastewater Enterprise's Operations requested an emergency be declared to immediately repair a leak detected at the intersection of Mission Street and The Embarcadero from the existing North Shore Force Main, which has failed due to joint separation at several locations, causing sewerage to flow to the roadway surface and requiring the force main to be operated at a substantially reduced capacity. This force main is a critical conveyance pipeline that does not have any redundancy.

It is in the best interest of the City to declare an emergency for this work in the interest of public health and safety. This emergency work will be performed with an existing Job-Order-Contract.

I am therefore declaring the existence of an emergency. I trust that this meets with your concurrence and approval.

CONCUR AND APPROVE:

*OB Moran*

Anson Moran - President  
San Francisco Public Utilities Commission

cc: A. Torres  
T. Moala  
M. Jurosek  
W. Iwata

A. Caen  
H. Kelly  
T. Rydstrom  
B. Lim

F. Vietor  
J. Bajwa  
C. Jacobo  
K. Kubick

V. Courtney  
B. Tam  
I. Fine  
T. Flores

Edwin M. Lee  
Mayor

Anson Moran  
President

Art Torres  
Vice President

Ann Moller Caen  
Commissioner

Francesca Vietor  
Commissioner

Vince Courtney  
Commissioner

Ed Harrington  
General Manager





**San Francisco  
Water Power Sewer**  
Services of the San Francisco Public Utilities Commission

1155 Market Street, 11th Floor  
San Francisco, CA 94103  
T 415.554.3155  
F 415.554.3161  
TTY 415.554.3488

**INTER-OFFICE MEMORANDUM**

**DATE:** June 12, 2012

**TO:** The Honorable Anson Moran  
President, San Francisco Public Utilities Commission

**TROUGH:** Ed Harrington *EH*  
General Manager, San Francisco Public Utilities Commission

**FROM:** Tommy T. Moala *T.T. Moala*  
Assistant General Manager, Wastewater Enterprise

**SUBJECT:** Declaration of Emergency: Repair of North Shore Force Main

On June 4, 2012, the SFPUC Wastewater Enterprise's Operations requested an emergency be declared to immediately repair additional leaks detected in segments of the North Shore Force Main under The Embarcadero, between Jackson Street and Howard Street. Previously, an emergency was declared on March 22, 2012, for a leak detected in the same force main at Mission Street and The Embarcadero. Although the leak near Mission Street has been repaired, subsequent dye-testing of the force main indicated that additional leaks are occurring along the entire length of the pipe; therefore, additional emergency repair work is necessary. This force main is a critical conveyance pipeline without redundancy.

It is in the best interest of the City to declare an emergency for this work to protect public health and safety.<sup>1</sup> This emergency work is estimated to cost \$7,000,000.

I am therefore declaring the existence of an emergency, and requesting an agenda item for Board of Supervisor's approval. I trust this meets with your concurrence and approval.

**CONCUR AND APPROVE:** *AS Moran*  
Anson Moran - President  
San Francisco Public Utilities Commission

TF/TTM/hc

- |               |             |           |             |
|---------------|-------------|-----------|-------------|
| cc: A. Torres | A. Caen     | F. Vietor | V. Courtney |
| T. Moala      | H. Kelly    | J. Bajwa  | B. Tam      |
| M. Jurosek    | T. Rydstrom | C. Jacobo | I. Fine     |
| W. Iwata      | B. Lim      | K. Kubick | T. Flores   |

- Edwin M. Lee  
Mayor
- Anson Moran  
President
- Art Torres  
Vice President
- Ann Moller Caen  
Commissioner
- Francesca Vietor  
Commissioner
- Vince Courtney  
Commissioner
- Ed Harrington  
General Manager

<sup>1</sup> Charter Section 6.60( C ) **Emergency Defined.** For the purposes of this Chapter, an "actual emergency" means a sudden, unforeseeable and unexpected occurrence involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of or damage to, life, health, property or essential public services. An "actual emergency" shall also mean the discovery of any condition involving clear and imminent danger to public health or safety, demanding immediate action...





*INTER-OFFICE MEMORANDUM*

DATE: July 17, 2012

TO: SFPUC Commissioners

THROUGH: Ed Harrington, General Manager *EH*

FROM: *for* Tommy T. Moala, AGM Wastewater Enterprise *SM*

SUBJECT: Update on North Shore Force Main Emergencies  
 Agenda Item 5E / Scheduled for July 24, 2012

The North Shore Force Main conveys all of the dry weather raw sewage from the North Shore Drainage Basin to the Southeast Water Pollution Control Plant for treatment. It is a 36 inch steel pipe with no redundancy. If this line were to be out of service for more than a day, we would be forced to discharge primary treated flow in violation of our permit. On April 24<sup>th</sup>, 2012, you approved the award of a contract to build a redundant force main, but it will not be completed until next year.

The following is an update of the recent emergencies attributed to the North Shore Force Main. Both emergency declaration letters are attached for reference.

On March 20, 2012, the SFPUC Wastewater Enterprise requested an emergency be declared to immediately repair a leak detected at the intersection of Mission Street and the Embarcadero from the existing North Shore Force Main, which had failed due to joint separation at several locations, causing sewage to flow onto the roadway surface requiring the force main to be operated at substantially reduced capacity. As mentioned above, this force main is a critical conveyance pipeline that does not have any redundancy.

The leak at the Mission and Embarcadero was repaired at a total contract cost of \$600,000.00

On June 4, 2012, the SFPUC Wastewater Enterprise's Operations, requested an emergency be declared to immediately repair additional leaks detected in segments of the North Shore Force Main under The Embarcadero, between Jackson Street and Howard Street. Although the leak near Mission Street has been repaired, subsequent dye-testing of the force main indicated that additional leaks are occurring along the entire length of the pipe; therefore, additional emergency repair work is necessary.

Edwin M. Lee  
 Mayor

Anson Moran  
 President

Art Torres  
 Vice President

Ann Moller Caen  
 Commissioner

Francesca Viator  
 Commissioner

Vince Courtney  
 Commissioner

Ed Harrington  
 General Manager



We received two contractor proposals for a design/build contract to fix the leaks. We are currently negotiating teams with Shimmick Construction, the lowest bidder, for an initial contract amount of \$4.2 Million.

It is in our interest to fix this line for the long term, even with a new line, because we need the redundancy to facilitate maintenance and prevent such emergencies in the future.



**TO:** Angela Calvillo, Clerk of the Board of Supervisors

**FROM:** Erin Hagan, Policy and Government Affairs Manager

**DATE:** May 20, 2013

**SUBJECT:** Resolution approving Declaration of Emergency and emergency contract to repair leaks along the North Shore Force Main in an amount not-to-exceed \$7,000,000.

RECEIVED  
 BOARD OF SUPERVISORS  
 SAN FRANCISCO  
 2013 MAY 22 AM 10:01

Attached please find a resolution approving two SFPUC contracts for repairs to the North Shore Force Main. The entire packet includes:

1. General Manager's declarations of emergency for North Shore Force Main from March 22, 2012, June 12, 2012, signed by the President of the Commission; and an update to the emergencies from July 17, 2012.
2. Board resolution signed by the General Manager and the Controller.

Please contact us if you need any additional information on these items.

- Edwin M. Lee**  
Mayor
- Art Torres**  
President
- Vince Courtney**  
Vice President
- Ann Moller Caen**  
Commissioner
- Francesca Vietor**  
Commissioner
- Anson Moran**  
Commissioner
- Harlan L. Kelly, Jr.**  
General Manager



DOCUMENT 00520

AGREEMENT

THIS AGREEMENT is made for the convenience of the parties this 23rd day of July, 2012 by and between Shimmick Construction Company, Inc., located at 8201 Edgewater Drive, Suite 202 Oakland, CA 94621 ("CONTRACTOR"), and the City and county of San Francisco, State of California (the "CITY"), acting through the General Manager (the "GENERAL MANAGER") of the San Francisco Public Utilities Commission (the "SFPUC"), under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

WHEREAS, on the 12th day of June, 2012 the GENERAL MANAGER, in accordance with Section 6.60 of the San Francisco Administrative Code, declared an emergency to immediately repair leaks detected in segments of the North Shore Force Main under The Embarcadero, between Jackson Street and Howard Street; and

WHEREAS, the Declaration of Emergency was approved by the President of the San Francisco Public Utilities Commission, and a copy of the Declaration is attached hereto; and

WHEREAS, the CITY will seek approval of the Board of Supervisors are required by section 6.60(D) of the Administrative Code; and

WHEREAS, CONTRACTOR submitted a proposal, dated June 20, 2012, to perform the emergency work described above; and

WHEREAS, the CITY retained the CONTRACTOR to perform the emergency work described above; and

WHEREAS, the San Francisco Public Utilities Commission issued a Notice to Proceed to CONTRACTOR on July 23, 2012 for

**NORTH SHORE FORCE MAIN EMERGENCY REHABILITATION**  
**Contract No. WW-557(E) (Award \$4,140,500)**

NOW, THEREFORE, CONTRACTOR, in consideration of the mutual covenants set forth in this AGREEMENT, promises and agrees to provide all services to construct the Project in accordance with the requirements of the Contract Documents, to perform the Work in good and workmanlike manner to the satisfaction of the GENERAL MANAGER, to prosecute the Work with diligence from day to day to Final Completion, to furnish all construction work, labor and materials to be used in the execution and completion of the Work in accordance with the Contract Documents, and to otherwise fulfill all of CONTRACTOR's obligations under the Contract Documents, as and when required under the Contract Documents to the satisfaction of the GENERAL MANAGER.

CONTRACTOR's execution of this AGREEMENT signifies its acceptance of the Contract Time and Contract Sum as being sufficient for completion of the Work, as well as acceptance of the other terms and conditions of the Contract Documents.

**ARTICLE 1 - WORK**

1.01 Contract Documents. CONTRACTOR shall Provide all Work according to the Contract Documents, which are incorporated into and made a part of this AGREEMENT by this reference, and all labor and materials used in providing the Work shall comply with the Contract Documents. The Contract Documents, which comprise the entire agreement between CONTRACTOR and the CITY concerning the Provision of the Work, are defined in the General Conditions (Document 00700). Any undefined term used in this AGREEMENT shall be given the definition set forth in the General Conditions (Document 00700).



- 1.02 Contractor's General Responsibilities. CONTRACTOR shall provide a fully functional, complete and operational Project constructed in accordance with the Contract Documents, including but not limited to, all investigations, analyses, surveys, engineering, procurement, materials, labor, workmanship, construction and erection, commissioning, equipment, shipping, subcontractors, material suppliers, permits, insurance, bonds, fees, taxes, duties, documentation, spare parts, materials for initial operation, security, disposal, startup, testing, training, warranties, guarantees, and all incidentals.
- 1.03 Compliance with Laws.
- A. CONTRACTOR shall keep itself fully informed of and comply with the Charter, ordinances and regulations of the CITY and other local agencies having jurisdiction over the Work, and all federal and state laws and regulations in any manner affecting the Contract Documents, the performance of the Work, or those persons engaged therein.
  - B. All construction and materials provided under the Contract Documents shall be in full accordance with the latest laws and requirements, or the same as may be amended, updated or supplemented from time to time, of the Code specified in the Contract Documents, Americans with Disability Act Accessibility Guidelines, CAL-OSHA, the State Division of Industrial Safety of the Department of Industrial Relations, the Division of the State Architect – Access Compliance, the Public Utilities Commission of the State of California, the State Fire Marshal, the National Fire Protection Association, the San Francisco Department of Public Health, state and federal laws and regulations, and of other bodies or officials having jurisdiction or authority over same, and they shall be observed and complied with by CONTRACTOR and any and all persons, firms and corporations employed by or under it.
  - C. Authorized persons may at any time enter upon any part of the Work to ascertain whether such laws, ordinances, regulations or orders are being complied with.
  - D. No additional costs will be paid or extensions of time granted as a result of such compliance.

## ARTICLE 2 - CONTRACT TIME

- 2.01 Completion Dates. The Work shall be Substantially Complete within 120 days, beginning with and including the official date of Notice to Proceed as established by the GENERAL MANAGER, and Finally Complete in accordance with Article 9 of the General Conditions (Document 00700) within 30 consecutive calendar days after the date the CITY issues a Notice of Substantial Completion.
- 2.02 Shutdown Dates. Contractor shall complete all tie-in and shutdown related work during the City approved shutdown periods specified in Document 00802. Contractor shall commence tie-in/shutdown related work on or after the City-approved shutdown date and shall complete such Work within the time periods specified in Document 00802.
- 2.03 Liquidated Damages. It is understood and agreed by and between CONTRACTOR and the CITY that time is of the essence in all matters relating to the Contract Documents and that the CITY will suffer financial loss if the Work is not completed within the above-stated Contract Times, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions (Document 00700). The CITY and CONTRACTOR further understand and agree that the actual cost to CITY which would result from CONTRACTOR's failure to complete the Work within the Contract Time is extremely difficult, if not impossible, to determine. Accordingly, CONTRACTOR and the CITY agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay the CITY the amounts set forth in Document 00802 (Contract Time and Liquidated Damages) for each calendar day that expires after the above Contract Times and the Work remains incomplete.

**ARTICLE 3 – CONTRACT SUM****3.01 Contract Sum.**

A. CONTRACTOR and the CITY agree that, upon performance and fulfillment of the mutual covenants set forth herein, the CITY will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to CONTRACTOR the following price(s), as indicated in the Estimated Cost Proposal submitted by CONTRACTOR on June 20, 2012:

1. Lump sums for specified portions of the Work.
2. The total of all Unit Price Items bid.
3. The allowance(s) specified.

Total awarded contract amount: Four Million One Hundred Forty Thousand Five Hundred and no/100 Dollars (\$4,140,500.00).

The price(s) and amount set forth above shall be adjusted during performance or upon final completion of the Work in accordance with the Contract Documents.<sup>1</sup>

B. CONTRACTOR understands and agrees that the CONTRACTOR shall be solely responsible for providing all resources that may be necessary to provide the Work, and that the CITY shall have no obligation whatsoever to finance any part of such costs except with respect to those amounts which become due under the terms and conditions of the Contract Documents.

3.02 Certification by Controller. This AGREEMENT is subject to the budget and fiscal provisions of the CITY's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of the CITY's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

**ARTICLE 4 – LABOR REQUIREMENTS**

4.01 Applicable Laws and Agreements. Compensation and working conditions for labor performed or services rendered under this AGREEMENT shall be in accordance with the Contract Documents, the San Francisco Charter, and applicable sections of the San Francisco Administrative Code, including section 6.22(E).

4.02 Prevailing Wages. The latest Wage Rates for Private Employment on Public Contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, and, when federal funds are involved, the current General Wage Determination Decisions, as determined by the U.S. Secretary of Labor, as same may be changed during the term of this AGREEMENT, shall be included in this AGREEMENT and are hereby incorporated by this reference. CONTRACTOR agrees that any person performing labor in the provision of the Work shall be paid not less than the highest general prevailing rate of wages as so determined. If federal funds are involved, where the minimum rate of pay for any classification differs among State, City and Federal wage rate determinations, the highest of the three rates of pay shall prevail. CONTRACTOR shall include, in any contract or subcontract relating to the Work, a requirement that all persons performing labor under such contract or subcontract shall be paid not less than the highest prevailing rate of wages for the labor so performed. CONTRACTOR shall require any contractor to provide, and shall deliver to CITY every month during any construction period, certified payroll reports with respect to all persons performing labor in the Provision of the Work.

A. Copies of the latest prevailing wage rates are on file at the San Francisco Public Utilities

<sup>1</sup> As a point of clarification, the "estimated" unit prices, lump sum amounts and allowance amounts specified in the Estimated Cost Proposal represent the final, negotiated amounts agreed to by the CITY and CONTRACTOR. Such prices/amounts are subject to adjustment during the Contract term in accordance with the Contract Documents.

Commission, City and County of San Francisco, Contract Administration Bureau, 1155 Market Street, 9<sup>th</sup> Floor, San Francisco, CA 94103.

- 4.03 Penalties. CONTRACTOR shall forfeit to the CITY back wages due plus fifty dollars (\$50.00) for:
- A. Each laborer, workman, or mechanic employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, workman, or mechanic is not paid the highest general prevailing rate of wage for the work performed; or
  - B. Each laborer, mechanic or artisan employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, mechanic or artisan is compelled or permitted to work for a longer period than five days (Monday-Friday) per calendar week of eight hours each, and not compensated in accordance with the prevailing overtime standard and rate.

#### ARTICLE 5 – INDEMNITY

- 5.01 To the fullest extent permitted by law, and consistent with California Civil Code section 2782, the CONTRACTOR shall assume the defense of, indemnify and hold harmless the CITY, its boards and commissions, other parties designated in Document 00805, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all claims, suits, damages, actions, losses and liabilities of every kind, nature and description, including but not limited to attorney's fees, directly or indirectly arising out of, connected with or resulting from the performance or nonperformance of the Work. The liability of CONTRACTOR shall not be limited to the amount of insurance coverages required under the Contract Documents. This indemnification shall not be valid in the instance where the loss is caused by the sole negligence or intentional tort of any person indemnified herein.

#### ARTICLE 6 – RIGHTS AND REMEDIES

- 6.01 General. The provisions of the Contract Documents shall not limit the duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act shall in any way abridge the rights and obligations of the Parties to the Contract Documents, or condone a breach thereunder, unless expressly agreed to by the Parties in writing. All remedies provided in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, the CITY shall have any and all equitable and legal remedies that it would in any case have.
- 6.02 No Waiver. No waiver of any breach of any provision of the Contract Documents shall be held to be a waiver of any other or subsequent breach. The only waiver by the CITY shall be a waiver in writing that explicitly states the item or right being waived.
- 6.03 CITY's Remedies for False Claims and Other Violations. The Contractor or any Subcontractor or Supplier who fails to comply with the terms of this AGREEMENT, who violates any provision of Chapter 6 of the Administrative Code or rules and regulations adopted per that Chapter, who submits false claims, or who violates against any governmental entity a civil or criminal law relevant to its ability to perform under or comply with the terms and conditions of the AGREEMENT, may be subject to monetary penalties and may be declared an irresponsible bidder and debarred by operation of statute. (San Francisco Administrative Code section 6.80, et seq.) The Contractor shall include in each subcontract and purchase order for Work a clause incorporating the provisions of this Paragraph 6.03.

#### ARTICLE 7 – RESOLUTION OF CONFLICTING TERMS

- 7.01 The Contract Documents and any other agreements between the Parties relating to the Project are intended to be read together and integrated as a whole, and shall be construed and interpreted in a manner so as to avoid any conflicts to the extent possible. Supplementary provisions in the Contract Documents shall not be deemed to be in conflict. It is expressly agreed by and between CONTRACTOR and the CITY that



**ARTICLE 11 – TERMINATION**

11.01 This AGREEMENT and the other Contract Documents shall terminate when all obligations required to be performed by CONTRACTOR and the CITY have been fulfilled, unless sooner terminated as set forth in Article 14 of the General Conditions (Document 00700).

**[Emergency Contracts Only]**

Executed on Aug. 13, 20 12

(510) 777-5000

Telephone Number

196264

S.F. Business Tax Registration Certificate Number

Shimmick Construction Company, Inc.

Name of Firm or Corporation

(signed) Bidder or Authorized Representative

PRESIDENT

Position in Firm or Corporation

8201 Edgewater Drive, #202 Oakland, CA 94621

Address of Firm or Corporation

Zip Code

594575

Contractor's California License No.

5/31/2014

License Expiration Date

IN WITNESS WHEREOF, the CONTRACTOR and the CITY have hereunto set their hands and seals, and have executed this AGREEMENT in duplicate, the day and year first above written.

**CONTRACTOR:**

By my signature hereunder, as CONTRACTOR, I certify that I have read and understand the section captioned MacBride Principles – Northern Ireland including in Document 00822, the CITY's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

I further certify that I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Shimmick Construction Company, Inc.

Principal

By: 

PRESIDENT

Title

Approved as to form:  
DENNIS J. HERRERA  
City Attorney

CITY

Recommended:

By: 

General Manager, San Francisco Public Utilities  
Commission

By: 

Deputy City Attorney

END OF DOCUMENT



# San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

1155 Market Street, 11th Floor  
San Francisco, CA 94103  
T 415.554.3155  
F 415.554.3161  
TTY 415.554.3488

## INTER-OFFICE MEMORANDUM

DATE: July 17, 2012

TO: SFPUC Commissioners

THROUGH: Ed Harrington, General Manager *EH*

FROM: Tommy T. Moala, AGM Wastewater Enterprise *TTM*

SUBJECT: Update on North Shore Force Main Emergencies  
Agenda Item 5E / Scheduled for July 24, 2012

The North Shore Force Main conveys all of the dry weather raw sewage from the North Shore Drainage Basin to the Southeast Water Pollution Control Plant for treatment. It is a 36 inch steel pipe with no redundancy. If this line were to be out of service for more than a day, we would be forced to discharge primary treated flow in violation of our permit. On April 24<sup>th</sup>, 2012, you approved the award of a contract to build a redundant force main, but it will not be completed until next year.

The following is an update of the recent emergencies attributed to the North Shore Force Main. Both emergency declaration letters are attached for reference.

On March 20, 2012, the SFPUC Wastewater Enterprise requested an emergency be declared to immediately repair a leak detected at the intersection of Mission Street and the Embarcadero from the existing North Shore Force Main, which had failed due to joint separation at several locations, causing sewage to flow onto the roadway surface requiring the force main to be operated at substantially reduced capacity. As mentioned above, this force main is a critical conveyance pipeline that does not have any redundancy.

The leak at the Mission and Embarcadero was repaired at a total contract cost of \$600,000.00

On June 4, 2012, the SFPUC Wastewater Enterprise's Operations, requested an emergency be declared to immediately repair additional leaks detected in segments of the North Shore Force Main under The Embarcadero, between Jackson Street and Howard Street. Although the leak near Mission Street has been repaired, subsequent dye-testing of the force main indicated that additional leaks are occurring along the entire length of the pipe; therefore, additional emergency repair work is necessary.

Edwin M. Lee  
Mayor

Anson Moran  
President

Art Torres  
Vice President

Ann Moiler Caen  
Commissioner

Francesca Vietor  
Commissioner

Vince Courtney  
Commissioner

Ed Harrington  
General Manager



We received two contractor proposals for a design/build contract to fix the leaks. We are currently negotiating teams with Shimmick Construction, the lowest bidder, for an initial contract amount of \$4.2 Million.

It is in our interest to fix this line for the long term, even with a new line, because we need the redundancy to facilitate maintenance and prevent such emergencies in the future.



**San Francisco  
Water Power Sewer**  
Services of the San Francisco Public Utilities Commission

1155 Market Street, 11th Floor  
San Francisco, CA 94103  
T 415.554.3155  
F 415.554.3161  
TTY 415.554.3488

**INTER-OFFICE MEMORANDUM**

**DATE:** June 12, 2012

**TO:** The Honorable Anson Moran  
President, San Francisco Public Utilities Commission

**TROUGH:** Ed Harrington *EH*  
General Manager, San Francisco Public Utilities Commission

**FROM:** Tommy T. Moala *T.T. Moala*  
Assistant General Manager, Wastewater Enterprise

**SUBJECT:** Declaration of Emergency: Repair of North Shore Force Main

On June 4, 2012, the SFPUC Wastewater Enterprise's Operations requested an emergency be declared to immediately repair additional leaks detected in segments of the North Shore Force Main under The Embarcadero, between Jackson Street and Howard Street. Previously, an emergency was declared on March 22, 2012, for a leak detected in the same force main at Mission Street and The Embarcadero. Although the leak near Mission Street has been repaired, subsequent dye-testing of the force main indicated that additional leaks are occurring along the entire length of the pipe; therefore, additional emergency repair work is necessary. This force main is a critical conveyance pipeline without redundancy.

It is in the best interest of the City to declare an emergency for this work to protect public health and safety.<sup>1</sup> This emergency work is estimated to cost \$7,000,000.

I am therefore declaring the existence of an emergency, and requesting an agenda item for Board of Supervisor's approval. I trust this meets with your concurrence and approval.

**CONCUR AND APPROVE:**

*OB Moran*

Anson Moran - President  
San Francisco Public Utilities Commission

TF/TTM/hc

cc: A. Torres	A. Caen	F. Vietor	V. Courtney
T. Moala	H. Kelly	J. Bajwa	B. Tam
M. Jurosek	T. Rydstrom	C. Jacobo	I. Fine
W. Iwata	B. Lim	K. Kubick	T. Flores

Edwin M. Lee  
Mayor

Anson Moran  
President

Art Torres  
Vice President

Ann Motter Cash  
Commissioner

Francesca Vietor  
Commissioner

Vince Courtney  
Commissioner

Ed Harrington  
General Manager

<sup>1</sup> Charter Section 6.60( C ) **Emergency Defined.** For the purposes of this Chapter, an "actual emergency" means a sudden, unforeseeable and unexpected occurrence involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of or damage to, life, health, property or essential public services. An "actual emergency" shall also mean the discovery of any condition involving clear and imminent danger to public health or safety, demanding immediate action...







**San Francisco  
Water Power Sewer**  
Services of the San Francisco Public Utilities Commission

1155 Market Street, 11th Floor  
San Francisco, CA 94103  
T 415.554.3155  
F 415.554.3161  
TTY 415.554.3488

*INTER-OFFICE MEMORANDUM*

DATE: March 22, 2011

TO: The Honorable Anson Moran  
President, San Francisco Public Utilities Commission

THROUGH: Ed Harrington  
General Manager *EH*

FROM: Tommy T. Moala *my signature for TM 3/22/12*  
Assistant General Manager, Wastewater Enterprise

SUBJECT: Declaration of Emergency: Repair North Shore Force Main

On March 20, 2012, the SFPUC Wastewater Enterprise's Operations requested an emergency be declared to immediately repair a leak detected at the intersection of Mission Street and The Embarcadero from the existing North Shore Force Main, which has failed due to joint separation at several locations, causing sewerage to flow to the roadway surface and requiring the force main to be operated at a substantially reduced capacity. This force main is a critical conveyance pipeline that does not have any redundancy.

It is in the best interest of the City to declare an emergency for this work in the interest of public health and safety. This emergency work will be performed with an existing Job-Order-Contract.

I am therefore declaring the existence of an emergency. I trust that this meets with your concurrence and approval.

CONCUR AND APPROVE:

*AS Moran*

Anson Moran - President  
San Francisco Public Utilities Commission

cc: A. Torres      A. Caen      F. Viator      V. Courtney  
T. Moala      H. Kelly      J. Bajwa      B. Tam  
M. Jurosek      T. Rydstrom      C. Jacobo      I. Fine  
W. Iwata      B. Lim      K. Kubick      T. Flores

Edwin M. Lee  
Mayor

Anson Moran  
President

Art Torres  
Vice President

Ann Moller Caen  
Commissioner

Francesca Viator  
Commissioner

Vince Courtney  
Commissioner

Ed Harrington  
General Manager



Bond No.: 070013725  
Premium: \$28,431.00

DOCUMENT 00610

PERFORMANCE BOND AND PAYMENT (LABOR & MATERIALS) BOND

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the San Francisco Public Utilities Commission of the City and County of San Francisco, State of California, has awarded to:

Shimmick Construction Company, Inc.

hereinafter designated as the "Principal", a Contract for:

***NORTH SHORE FORCE MAIN EMERGENCY REHABILITATION***

**Contract No. WW-557(E)**

WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract; and to furnish a separate Bond for the payment of any materials, provisions, or other supplies, used in, upon, for or about the performance of the Work contracted to be done;

NOW, THEREFORE, we the Principal and

Liberty Mutual Insurance Company

as Surety, are firmly bound unto the City and County of San Francisco in the penal sum of

(PERFORMANCE BOND)

Four Million One Hundred Twenty Thousand Five Hundred and 00/100 Dollars (\$4,120,500.00)

(PAYMENT BOND)

Four Million One Hundred Twenty Thousand Five Hundred and 00/100 Dollars (\$4,120,500.00)

lawful money of the United States 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 for the penal sum for a performance bond and an equal and separate penal sum for a separate payment bond. The conditions of this obligation is such that if the said principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

(PERFORMANCE BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the

City and County of San Francisco, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

(PAYMENT BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said principal, its heirs, executors, administrators, successors or assigns, or its subcontractor or subcontractors, shall fail to pay for any materials, provisions, or other supplies, used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due the Unemployment Insurance Act with respect to such work or labor, then the surety of this Bond will pay for same, in an amount not exceeding the sum specified in this Bond, and in case suit is brought upon this Bond will also pay a reasonable attorney's fee, to be fixed by the Court.

This Bond shall inure to the benefit of any and all persons, companies, corporations, political subdivisions and state agencies, entitled to file claims under the provisions of California Civil Code section 3247 et seq.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same and no inadvertent overpayment of progress payments shall in any way affect its obligations on these Bonds, 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 or of any inadvertent overpayment of progress payments.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this 5th day of July, 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Approved as to form:  
Dennis J. Herrera  
City Attorney

By: [Signature]  
Deputy City Attorney

Principal Shimmick Construction Company, Inc.  
By: [Signature]

Surety Liberty Mutual Insurance Company  
By: [Signature]  
Jessica L. Nowlin, Attorney-in-Fact END OF DOCUMENT

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of Alameda

On July 6, 2012 before me, Shannon Genna Heinzer, Notary Public

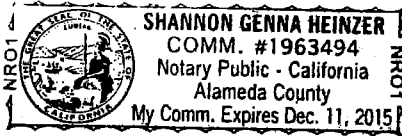
Date

Here Insert Name and Title of the Officer

personally appeared Paul A. Cocotis

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:

*Shannon Genna Heinzer*  
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: \_\_\_\_\_

- Corporate Officer -- Title(s): \_\_\_\_\_
- Individual
- 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: \_\_\_\_\_

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

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

*State of California*

*County of San Francisco*

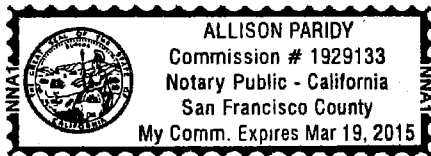
On July 5, 2012

before me, Allison Paridy, Notary Public

personally appeared----- Jessica L. Nowlin -----

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 Allison Paridy

*Place Notary Seal Above*

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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

5272825

Certificate No. \_\_\_\_\_

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

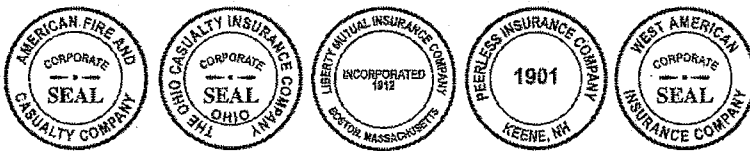
Liberty Mutual Insurance Company  
Peerless Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **DAVID ALVARADO, SCOTT GADDY, JEFF PARKHURST, JESSICA L NOWLIN, S. NICOLE EVANS, TERI L KOEHLER,** .....

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of MARCH, 2012.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 27th day of MARCH, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

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

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts** – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of July, 2012.



By: David M. Carey  
David M. Carey, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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## Find a Best's Credit Rating

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## Liberty Mutual Insurance Company

A.M. Best #: 002283 NAIC #: 23043 FEIN #: 041543470

Address: 175 Berkeley Street

Boston, MA 02117

United States

Web: [www.LibertyMutualGroup.com](http://www.LibertyMutualGroup.com)

Phone: 617-357-9500

Fax: 617-574-5955

Based on A.M. Best's analysis, [051114 - Liberty Mutual Holding Company Inc.](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

View all of the [related companies](#) assigned this rating as a single entity.

Financial Strength Rating	View Definition
Rating:	A (Excellent)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	July 26, 2012
u Denotes <a href="#">Under Review Best's Rating</a>	

Issuer Credit Rating	View Definition
Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Date:	July 26, 2012

### Best's Credit Rating Analyst

Office: A.M. Best Company  
 Senior Financial Analyst: W. Dolson Smith, Ph.D., CFA  
 Assistant Vice President: Michael J. Lagomarsino, CFA

Security Ratings						
Date Issued	Amount	Coupon	Security	Type	Rating	Under Review/Implication
10/09/1997	500,000,000 USD	7.697%	Surplus Notes		bbb+	No
10/16/1996	250,000,000 USD	7.875%	Surplus Notes		bbb+	No
05/11/1995	150,000,000 USD	8.505%	Surplus Notes		bbb+	No

(i) Denotes Indicative Rating

### Related Financial and Analytical Data

The following links provide access to related data records that A.M. Best utilizes to provide financial and analytical data on a consolidated or branch basis.

087060 [Liberty Mutual Insurance Company CAB](#) Represents financials for the Canada Branch of this legal entity.

### Reports and News

Visit Best's News and Analysis site for the latest [news](#) and [press releases](#) for this company and its A.M. Best Group.



**AMB Credit Report - Insurance Professional** - Includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.  
 Report Revision Date: 8/2/2012 (represents the latest significant change).



Historical Reports are available in [AMB Credit Report - Insurance Professional Archive](#).



**Best's Executive Summary Reports (Financial Overview)** - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.

**Data Status:** 2012 Best's Statement File - P/C, US Contains data compiled as of 8/4/2012 Quality Cross Checked.

- **Single Company** - five years of financial data specifically on this company.

- **Comparison**

- side-by-side financial analysis of this company with a peer group of up to five other companies you select.

- **Composite**

- evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.




**Best's Key Rating Guide Presentation Report** - includes Best's Financial Strength Rating and financial data as provided in the most current edition of Best's Key Rating Guide products. (Quality Cross Checked).




**AMB Credit Report - Business Professional** - provides three years of key financial data presented with colorful charts and tables. Each report also features the latest Best's Ratings, Rating Rationale and an excerpt from our Business Review commentary.

**Data Status:** Contains data compiled as of 8/4/2012 Quality Cross Checked.

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Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.





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**COMPANY PROFILE**

**Company Information**

**LIBERTY MUTUAL INSURANCE COMPANY**

**175 BERKELEY ST  
BOSTON, MA 02116  
800-262-8238**

**Old Company Names**

**Effective Date**

**Agent For Service**

KAREN HARRIS  
C/O CORPORATION SERVICE COMPANY  
2710 GATEWAY OAKS DRIVE, SUITE 150N  
SACRAMENTO CA 95833-3505

**Reference Information**

NAIC #:	23043
California Company ID #:	1022-3
Date Authorized in California:	08/30/1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

**back to top**

**NAIC Group List**

NAIC Group #: 0111 LIBERTY MUT GRP

**Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2012

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 ACIG Insurance Agency, Inc. 1222 Merit Drive, Suite 1660 Dallas, TX 75251	CONTACT NAME:	
	PHONE (A/C, No, Ext): (972) 702-9004	FAX (A/C, No): (972) 687-0604
www.acig.com INSURED Shimmick Construction Co., Inc. 8201 Edgewater Dr. Oakland CA 94621	E-MAIL ADDRESS: accountmanagers@acig.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Contractors Ins. Co. RRG	
	INSURER B: ACIG Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
12300		
19984		

**COVERAGES**

CERTIFICATE NUMBER: 13551929

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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GL11000045	2/28/2012	6/1/2013	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			primary			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GL11X00045	2/28/2012	6/1/2013	MED EXP (Any one person) \$ 5,000
				excess follow form			PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		<input checked="" type="checkbox"/>	WC12000100	6/1/2012	6/1/2013	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/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: North Shore Force Main Emergency Work. Contract WW-557(E)  
The City and County of San Francisco, its board members and commissions, and all authorized agents and representatives, and members, directors, officers, trustees, agents, and employees of any of them; Jacobs Associates, Demetrius Koutsoftas, and AECOM are named as Additional Insured as respects General Liability per the endorsements attached. Coverage is Primary and Non-Contributory per endorsement attached.  
-See Attached Remarks Schedule-

CERTIFICATE HOLDER TBD SFPUC Contract Administration Bureau City and County of San Francisco Attn: Manager 1155 Market Street, 9th Floor San Francisco CA 94103	CANCELLATION 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  Michael J. O'Neill

ACORD 25 (2010/05)

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AGENCY CUSTOMER ID: SHIMMICK

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY ACIG Insurance Agency, Inc.		NAMED INSURED Shimmick Construction Co., Inc. 8201 Edgewater Dr. Oakland CA 94621	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Interest: ACORD 25 (05/10) ((05/10))

**CERTIFICATE HOLDER:** SFPUC Contract Administration Bureau City and County of San Francisco Attn: Manager  
**ADDRESS:** 1155 Market Street, 9th Floor San Francisco CA 94103

GL - If these policies are cancelled, non-renewed or materially changed, 60 day notice, except 10 days for nonpayment of premium, will be mailed to the Certificate Holder. GL provides blanket waiver of subrogation when required by written contract.

WC policy(s) include blanket waiver of subrogation when required by written contract.

WC - If these policies are cancelled, non-renewed or materially changed, 60 day notice, except 10 days for nonpayment of premium, will be mailed to the Certificate Holder.

### ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is hereby understood and agreed WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

With respect to these additional insureds, this insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

#### SCHEDULE

Name of Person or Organization:

Any person or organization that you have agreed to and/or are required by contract to name as an additional insured.

WHERE SPECIFICALLY REQUIRED BY CONTRACT, IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS PRIMARY. OTHER INSURANCE THE ADDITIONAL INSURED PURCHASES ON ITS OWN BEHALF SHALL APPLY AS EXCESS OF, AND DOES NOT CONTRIBUTE, WITH THE INSURANCE PROVIDED BY THIS ENDORSEMENT. HOWEVER, THIS INSURANCE IS ALWAYS EXCESS TO OTHER APPLICABLE INSURANCE, WHETHER PRIMARY, EXCESS, CONTINGENT OR ON ANY OTHER BASIS, WHEN THE ADDITIONAL INSURED HAS BEEN ADDED TO THE OTHER INSURANCE AS AN ADDITIONAL INSURED.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Same as policy effective date unless otherwise indicated above.

Policy Effective Date: 2/28/2012

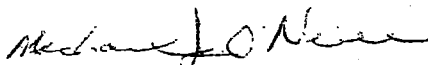
Policy No.: GL11000045

Endorsement No.:

Insured: Shimmick Construction Co., Inc.

Premium \$

Insurance Company: American Contractors Insurance Co RRG

Countersigned By 

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization for whom you have agreed by written contract to furnish this waiver.

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Same as policy effective date unless otherwise indicated above.

Policy Effective Date: 2/28/2012

Policy No.: GL11000045

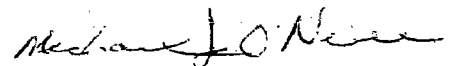
Endorsement No.:

Insured: Shimmick Construction Co., Inc.

Premium \$

Insurance Company: American Contractors Insurance Co RRG

Countersigned By \_\_\_\_\_



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\*\_\_\_% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Any person or organization who the named insured is required by written contract to waive rights of recovery against. However, the written contract must be executed before any loss involving the person or organization occurs.

\* No Additional Premium to be applied

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Same as policy effective date unless otherwise indicated above.

Policy Effective Date: 6/1/2012

Policy No. WC12000100

Endorsement No.:

Insured Shimmick Construction Co., Inc.

Premium \$

Insurance Company ACIG Insurance Company

Countersigned by

*Nancy Spaffle*

## CANCELLATION AND NON-RENEWAL

This endorsement modifies insurance provided under the following:

### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

It is hereby understood and agreed that all cancellation provisions in the policy addressing the required number of days notice for cancellation by us or non-renewal by us are amended as follows:

- a. 30 days notice will be given for notice of cancellation for non-payment of premium.
- b. 30 days notice will be given for notice of cancellation for any other reason.
- c. 30 days notice will be given for non-renewal.

Notwithstanding the provisions above, in no event will the number of days notice for cancellation or for non-renewal be fewer than the number of days required by state law.

In the event of cancellation or non-renewal of the policy, we will mail notice to the named insured, and to the additional person(s) or organizations(s) named in the Schedule below, per delivery method noted below.

- a.  U.S. Mail
- b.  Certified Mail
- c.  Certified Mail "return receipt requested"

### SCHEDULE

Manager, SFPUC Contract Administration  
 City and County of San Francisco  
 1155 Market Street, 9<sup>th</sup> Floor  
 San Francisco, CA 94103

Re: North Shore Force Main Emergency Work  
 Contract WW-557(E)

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned policy other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
 (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2012

Policy No.: WC12000100

Endorsement No.:

Insured: Shimmick Construction Co., Inc.

Premium \$

Insurance Company: ACIG Insurance Company

*Nancy Spaffle*

Countersigned By \_\_\_\_\_

## CANCELLATION AND NON-RENEWAL

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is hereby understood and agreed that all cancellation provisions in the policy addressing the required number of days notice for cancellation by us or non-renewal by us are amended as follows:

- a. 30 days notice will be given for notice of cancellation for non-payment of premium.
- b. 30 days notice will be given for notice of cancellation for any other reason.
- c. 30 days notice will be given for non-renewal.

Notwithstanding the provisions above, in no event will the number of days notice for cancellation or for non-renewal be fewer than the number of days required by state law.

In the event of cancellation or non-renewal of the policy, we will mail notice to the named insured, and to the additional person(s) or organizations(s) named in the Schedule below, per delivery method noted below.

- a.  U.S. Mail
- b.  Certified Mail
- c.  Certified Mail "return receipt requested"

### SCHEDULE

Manager, SFPUC Contract Administration  
 City and County of San Francisco  
 1155 Market Street, 9<sup>th</sup> Floor  
 San Francisco, CA 94103

**Re: North Shore Force Main Emergency Work  
 Contract WW-557(E)**

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned policy other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 02/28/2012

Policy No.: GL11000045

Endorsement No.:

Policy Effective: 02/28/2012

Premium \$

Insured: Shimmick Construction Co., Inc.

Insurance Company: American Contractors Insurance Company Risk Retention Group

Countersigned By \_\_\_\_\_

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/09/2012

PRODUCER LIC #0B29370 1-415-356-3989  
Edgewood Partners Insurance Center (EPIC)

135 Main Street, 21st Floor

San Francisco, CA 94105  
Kimberly Leikam

INSURED  
Shimmick Construction Company, Inc.

8201 Edgewater Drive, Suite 202

Oakland, CA 94621

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

### INSURERS AFFORDING COVERAGE

### NAIC #

INSURER A: LIBERTY MUT FIRE INS CO

23035

INSURER B: ALLIED WORLD ASSUR CO US INC

19489

INSURER C:

INSURER D:

INSURER E:

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	X	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AS2661066021012	06/01/12	06/01/13	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	03073387	02/28/12	06/01/13	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below <b>OTHER</b>				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Re: Contract WW-557 (E), North Shore Force Main Emergency Repair  
 City and County of San Francisco, its officers, employees and agents are named as additional insured as respects to automobile liability per endorsement attached.

**CERTIFICATE HOLDER**  
 City and County of San Francisco  
 c/o Manager, SFPUC Contract Administration Bureau  
 1155 Market Street, 9th Floor  
 San Francisco, CA 94103  
 USA

**CANCELLATION 10 DAYS NOC FOR NON-PAYMENT OF PREMIUM**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE *Jeri X. Koehler*



## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Policy No: AS2661066021012  
Effective Date: 06-01-2012  
Expiration Date: 06-01-2013

Issued By: Liberty Mutual Fire Insurance Co.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2012

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 ACIG Insurance Agency, Inc. 12222 Merit Drive, Suite 1660 Dallas, TX 75251	CONTACT NAME:	
	PHONE (A/C, No, Ext): (972) 702-9004	FAX (A/C, No): (972) 687-0604
www.acig.com	E-MAIL ADDRESS: accountmanagers@acig.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Shimmick Construction Co., Inc. 8201 Edgewater Dr. Oakland CA 94621	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F: Steadfast Insurance Company	
	NAIC #	26387

**COVERAGES**

CERTIFICATE NUMBER: 13551935

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
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident) \$
	HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$
							\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
F	Contractors Professional/Pollution Liability			EOC 3999327-03	6/1/2012	6/1/2013	Per Claim \$10,000,000 *Aggregate \$10,000,000

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

RE: North Shore Force Main Emergency Work  
Contract WW-557(E)  
Professional/Pollution \*Aggregate limit is total insurance available for all claims presented within the policy period for operations of insured. Limit will be reduced by payments of indemnity and/or expenses.

**CERTIFICATE HOLDER**

TBD  
SFPUC Contract Administration Bureau  
City and County of San Francisco  
Attn: Manager  
1155 Market Street, 9th Floor  
San Francisco CA 95103

**CANCELLATION**

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

Michael J. O'Neill

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ACORD 25 (2010/05)

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Endorsement # 30

## Notification to Others of Cancellation – Electronic Schedule



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
EOC 3999327-02	06/01/2011	06/01/2012	06/01/2011	Greyling Insurance Brokerage and Risk Consulting, Inc.	N/A	N/A

**Named Insured and Mailing Address:**

Shimmick Construction Co., Inc.  
8201 Edgewater Drive, Suite 202  
Oakland, CA 94621

**Producer:**

Greyling Insurance Brokerage and Risk Consulting, Inc.  
450 Northridge Parkway, Suite 102  
Atlanta, GA 30350

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**Contractor's Protective Professional Indemnity and Liability Insurance Policy**

In consideration of the premium already charged, we agree with you, subject to all terms, exclusions, and conditions of the policy that:

- A. If we cancel this policy by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
  1. To the name and address corresponding to each person or organization shown in the Schedule provided to us by the first "Named Insured". Such schedule:
    - a. Must be initially provided to us within 15 days:
      - (1) After the beginning of the policy period shown in the Declarations; or
      - (2) After this endorsement has been added to the policy;
    - b. Must contain the names and addresses of only the persons or organizations requiring notification that this Policy has been cancelled;
    - c. Must be in an electronic format that is acceptable to us; and
    - d. Must be accurate.Such Schedule must be updated and provided to us, by the first "Named Insured", during the policy period. Such updated Schedule must comply with paragraphs b., c., and d. above.
  2. At least thirty (30) days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule provided to us.
- B. Our notification, as described in Paragraph A. of this endorsement, will be based on the most recent Schedule provided to us by the first "Named Insured" as of the date the notice of cancellation is mailed.
- C. Proof of mailing will be sufficient proof that we have complied with Paragraph A. of this endorsement.
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provide to us as described in Paragraph A. of this endorsement.

All other terms and conditions of this policy remain unchanged.

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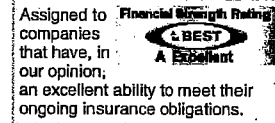
## American Contractors Insurance Co RRG

A.M. Best #: 010010 NAIC #: 12300 FEIN #: 751940179

Address: 12222 Merit Drive Suite 1660

Dallas, TX 75251  
United States

Web: [www.acig.com](http://www.acig.com)  
Phone: 972-702-9004  
Fax: 972-687-0603



Based on A.M. Best's analysis, 086794 - American Contractors Insurance Group Ltd is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

View all of the [related companies](#) assigned this rating as a single entity.

Financial Strength Rating	View Definition
Rating:	A (Excellent)
Financial Size Category:	VIII (\$100 Million to \$250 Million)
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 20, 2011
u Denotes Under Review Best's Rating	

### Best's Credit Rating Analyst

Office: A.M. Best Company  
Senior Financial Analyst: Thomas Herriger  
Assistant Vice President: Steven M. Chirico, CPA

Issuer Credit Rating	View Definition
Long-Term:	a+
Outlook:	Stable
Action:	Affirmed
Date:	October 20, 2011

## Find a Best's Credit Rating

Enter a Company Name



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**Get Rated** By A.M. Best

## View Rating Definitions

Select one...

### Reports and News

Visit Best's News and Analysis site for the latest [news and press releases](#) for this company and its A.M. Best Group.

**AMB Credit Report - Insurance Professional** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data. Report Revision Date: 8/2/2012 (represents the latest significant change).

Historical Reports are available in [AMB Credit Report - Insurance Professional Archive](#).

**Best's Executive Summary Reports (Financial Overview)** - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.

**Data Status:** 2012 Best's Statement File - P/C, US Contains data compiled as of 8/4/2012 Quality Cross Checked.

- **Single Company** - five years of financial data specifically on this company.

- **Comparison** - side-by-side financial analysis of this company with a peer group of up to five other companies you select.

- **Composite** - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.

**Best's Key Rating Guide Presentation Report** - includes Best's Financial Strength Rating and financial data as provided in the most current edition of Best's Key Rating Guide products. (Quality Cross Checked).

**AMB Credit Report - Business Professional** - provides three years of key financial data presented with colorful charts and tables. Each report also features the latest Best's Ratings, Rating Rationale and an excerpt from our Business Review commentary.

**Data Status:** Contains data compiled as of 8/4/2012 Quality Cross Checked.

### Financial and Analytical Products

[Best's Key Rating Guide - P/C, US & Canada](#)

[Best's Statement File - P/C, US](#)

[Best's Statement File - Global](#)

[Best's Insurance Reports - P/C, US & Canada](#)

[Best's State Line - P/C, US](#)

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## ACIG Insurance Company

A.M. Best #: 010689 NAIC #: 19984 FEIN #: 751940467

Address: 12222 Merit Drive Suite 1660

Dallas, TX 75251

[United States](#)Web: [www.acig.com](#)

Phone: 800-563-6051

Fax: 972-687-0603

Based on A.M. Best's analysis, 086794 - [American Contractors Insurance Group Ltd](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

View all of the [related companies](#) assigned this rating as a single entity.

Financial Strength Rating	View Definition
Rating:	A (Excellent)
Financial Size Category:	VIII (\$100 Million to \$250 Million)
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 20, 2011
u Denotes <a href="#">Under Review Best's Rating</a>	

### Issuer Credit Rating

Issuer Credit Rating	View Definition
Long-Term:	a+
Outlook:	Stable
Action:	Affirmed
Date:	October 20, 2011

### Best's Credit Rating Analyst

Office: A.M. Best Company

Senior Financial Analyst: Thomas Herriger

Assistant Vice President: Steven M. Chirico, CPA

Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

### Find a Best's Credit Rating

Enter a Company Name » [Advanced Search](#)

### Get Rated By A.M. Best

### View Rating Definitions

Select one... 

### Reports and News

Visit Best's News and Analysis site for the latest [news and press releases](#) for this company and its A.M. Best Group.

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- **Comparison**
  - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- **Composite**
  - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.

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**Data Status:** Contains data compiled as of 8/4/2012 Quality Cross Checked.

### Financial and Analytical Products

[Best's Key Rating Guide - P/C, US & Canada](#)[Best's Statement File - P/C, US](#)[Best's Statement File - Global](#)[Best's Insurance Reports - P/C, US & Canada](#)[Best's State Line - P/C, US](#)[Best's Executive Summary Report - Comparison - Property/Casualty](#)[Best's Executive Summary Report - Composite - Property/Casualty](#)[Best's Regulatory Center](#)

**FORM SFEC-126:**  
**NOTIFICATION OF CONTRACT APPROVAL**  
(S.F. Campaign and Governmental Conduct Code § 1.126)

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors
<b>Contractor Information</b> <i>(Please print clearly.)</i>	
Name of contractor: <b>Shimmick Construction Company, Inc.</b>	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.	
(1) Paul A. Cocotis, Jeffrey C. Lessman, Paul C. Camaur, John C. Shimmick, Richard Rolla, Ron McKenzie (2) Paul A. Cocotis – CEO, Scott A. Fairgrieve – CFO (3) N/A (4) N/A (5) None	
Contractor address: 8201 Edgewater Drive, Suite 202, Oakland, CA 94621	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contracts: \$4,554,550
Describe the nature of the contract that was approved: An emergency construction (design/build) contract created to repair a portion of the North Shore Force Main, under the Embarcadero between Jackson Street and Howard Street. The force main is a critical conveyance pipeline with no redundancy. Construction of a redundant force main was approved on April 24, 2012, but the pipeline will not be completed until the end of 2013.	
Comments: WW-557(E) North Shore Force Main Emergency Rehabilitation	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves: San Francisco Board of Supervisors

Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

<b>Filer Information</b> <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

