

AGREEMENT

THIS AGREEMENT is by and between the CITY OF SAN MATEO, a municipal corporation existing under the laws of the State of California (Owner) and SAUSAL CORPORATION, a corporation with offices at 3550 Willow Pass Road, Concord, CA 94519 (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1. WORK

1.1. Contractor shall complete the Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

1.1.1. Construction of a new fire station

2. THE PROJECT

2.1. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2.1.1. San Mateo Fire Station 25

3. CONTRACT TIMES

3.1. Time of the Essence: Time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.2. Days to Achieve Substantial Completion and Final Payment:

3.2.1. The Work shall be substantially completed on or before February 14, 2021, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before April 15, 2021.

3.3. Liquidated Damages:

3.3.1. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph Contract Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated

damages for delay (but not as a penalty) Contractor shall pay Owner \$5,000 for each day that expires after the time specified herein for Substantial Completion until the Work is substantially complete.

3.3.2. After Substantial Completion, if Contractor neglects, refuses, or fails to complete remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$5,000 for each day that expires after the time specified herein for completion and readiness for final payment until the Work is completed and ready for final payment.

4. CONTRACT PRICE

4.1. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit, a lump sum of \$6,140,000.

5. PAYMENT PROCEDURES

5.1. Submittal and Processing of Payments: Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions.

5.2. Progress Payments and Retainage: Owner will make progress payments on account of the Contract Price on the basis of Contractor's Application for Payment on the date of each month as established in the preconstruction conference during performance of the Work as provided herein. All such payments will be measured by the Schedule of Values established as provided in Paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements.

5.2.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Architect or RPR may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

5.2.1.1. Ninety-Five percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Owner and RPR, and if the character and progress of the Work have been satisfactory to Owner, Architect and RPR, Owner, on recommendation of RPR and Architect, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

5.2.1.2. Ninety-Five percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

5.2.2. Contractor may elect to substitute securities of equivalent value in accordance with requirements and procedures of Sections 22300 or 10263 of the California Public Contract Code.

5.3. Final Payment:

5.3.1. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner will pay the remainder of the Contract Price as recommended by RPR as provided in Paragraph 14.07.

6. INTEREST

6.1. All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the legal rate unless otherwise specified according to California law.

7. CONTRACTOR'S REPRESENTATIONS

7.1. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.1.1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

7.1.2. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

7.1.3. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

7.1.4. Contractor has carefully studied: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) if any, which have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data", and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site which have been identified in Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data."

7.1.5. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on 1) the cost, progress, and performance of the Work; 2) the means, methods, techniques, sequences, and procedures of

construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and 3) Contractor's safety precautions and programs.

7.1.6. Based on the information and observations referred to above, Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

7.1.7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

7.1.8. Contractor has given Owner written notice of conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by RPR is acceptable to Contractor.

7.1.9. The Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performance and furnishing of the Work.

7.1.10. Contractor's entry in to this Contract constitutes an incontrovertible representation by Contractor that without exception, all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8. CONTRACT DOCUMENTS

8.1. Contents:

8.1.1. The Contract Documents that are attached to this Agreement (except as expressly noted otherwise) consist of the following: this Agreement; the Notice Inviting Sealed Proposals; the Accepted Proposal; the Contract Book which includes the Special Provisions and Contract Drawings, Addendum Number 5 issued to the Contract Book, the APWA-AGC Standard Specifications for Public Works Construction, 2015 Edition.

All rights and obligations of City and Contractor are fully set forth and described in the contract documents. The contract documents constitute the entire contract between the parties hereto pertaining to the subject matter hereof, fully supersede any and all prior understandings, representations, warranties and agreements between the parties hereto, or any of them, pertaining to the subject matter hereof, and may be modified only by written agreement signed by all of the parties hereto.

All of the above-named documents are complementary and are intended to operate in harmony, so that any work called for in one, and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. In the event of any variation or discrepancy between any portion of this Agreement and any portion of the contract documents, this Agreement shall prevail. The precedence of the remaining contract documents will be as specified in the Contract Book.

8.1.2. Exhibits to this Agreement (enumerated as follows):

8.1.2.1. Qualification Documentation submitted by Contractor prior to Notice of Award (pages 1 to 12, inclusive).

8.1.3. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

8.1.3.1. Notice to Proceed.

8.1.3.2. Work Change Directives.

8.1.3.3. Change Order(s).

8.2. There are no Contract Documents other than those listed above in this Article.

8.3. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions and in Supplementary Conditions.

9. MISCELLANEOUS

9.1. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.2. Successors and Assigns: Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.3. Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.4. Assignment of Contract:

9.4.1. No assignment by a party hereto of any rights under or interests in the Contract shall be binding on another party hereto without the written consent

of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.5. Contractor's Certifications:

9.5.1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this paragraph:

9.5.1.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in Contract execution;

9.5.1.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract Price at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;

9.5.1.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and

9.5.1.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.6. Contractor warrants that it possesses a California Contractor's License Class B as specified in the plans and the invitation for bids. Contractors are required by law to be licensed and regulated by the Contractors State License board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826.

9.7. Contractor agrees to hold harmless and indemnify City of San Mateo, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of Contractor's performance of this Agreement, including claims, loss, liability, damage, and expense caused or claimed to be caused by passive negligence of City of San Mateo, its elected and appointed officials, employees, and agents; provided, however that this provision does not apply to claims, loss, liability, damage or expense arising from (a) the sole negligence or

willful misconduct of City of San Mateo or (b) the active negligence of City of San Mateo; further provided, that this provision shall not affect the validity of any insurance contract, workers compensation or agreement issued by an admitted insurer as defined by the Insurance Code. Contractor agrees to defend City of San Mateo, its elected and appointed officials, employees, and agents against any such claims.

9.8. Attorney Fees:

9.8.1. Attorney fees in amount not exceeding \$85 per hour per attorney, and in total amount not exceeding \$5,000, shall be recoverable as costs (that is, by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this contract. The above \$5,000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals or actions. It is the intent that neither party to this contract shall have to pay the other more than \$5,000 for attorney fees arising out of an action, or actions, to enforce the provisions of this contract. The parties expect and hope there will be no litigation and that any differences will be resolved amicably.

9.9. In accordance with Section 1775, California Labor Code, Contractor shall forfeit to Owner, as a penalty, not more than \$50 for each calendar day, or portion thereof, for each worker paid, either by Contractor or any subcontractor, less than the prevailing rates as determined by the Director of California Department of Industrial Relations for the Work.

9.10. Contractor Registration:

9.10.1. Contractor warrants that it is registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. As an additional requirement, Assembly Bill 219 adds Section 1720.9 to the Labor Code. This bill expands the definition of public works under the California Prevailing Wage Law and is a requirement for this project. For reference, please see:

https://www.dir.ca.gov/ConcreteDeliveryPrevailingWage/AB_219_Fact_Sheet.html

The prevailing wage scale as determined by the Director of Industrial Relations of the State of California, in force on the day the bid was announced, will be the minimum paid to all craftsmen and laborers working on this project. Contractor shall also require any subcontractors who work or provide any services related to the project to pay all persons performing labor or rendering service under said subcontract or other arrangement at least the general prevailing rate of wages, determined as set forth herein for the respective crafts and employments, including such wages for holiday and overtime work. A copy of the correct determination will be posted at the job site. It is understood that it is the responsibility of the Contractor to determine

the correct scale. Copies of the prevailing wage rates are on file at the City Clerk's office, however, errors or defects in the materials in the City Clerk's office will not excuse a bidder's failure to comply with the actual scale then in force. Contractor must submit certified payrolls to the Department of Industrial Relations in accordance with Labor Code Section 1776.

9.11. In accordance with Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors must be registered with the Department of Industrial Relations. In accordance with Labor Code Section 1771.4 the contractor must post job site notices as required by regulation and this project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9.12. In the performance of the Work, a day's work shall be 8 hours of labor in any workday and 40 hours in any work week and any other work as required by Section 510, California Labor Code, and Contractor shall further conform to the requirements of Section 1813, California Labor Code, or forfeit to Owner, as a penalty, the sum of \$25 for each worker employed in the execution of the Work by Contractor or any subcontractor, for each day during which any worker is required or permitted to labor more than 8 hours in any workday or more than 40 hours in any 1 calendar week in violation of Section 510.

9.13. Contractor shall carry workers' compensation insurance and require subcontractors to carry workers' compensation insurance as required by Section 3700, California Labor Code.

9.14. Pursuant to California Labor Code Section 6705, excavation of any trench or trenches 5 feet or more in depth, involving estimated expenditures in excess of \$25,000 shall require, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection prepared by a registered civil or structural engineer.

9.15. Pursuant to Section 1770 et seq., California Labor Code, the successful Bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations. A copy of such prevailing rate is on file at the offices of the Owner, which copy will be made available for examination during business hours to any party on request.

9.16. Contractor, by signing this Agreement, certifies the following: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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."

9.17. Nothing in this Agreement shall prevent Contractor or any Subcontractor from employing properly registered apprentices in the execution of the Agreement. Contractor shall have responsibility for compliance with California Labor Code Section 1777.5 for all apprenticeable occupations.

9.18. During the performance of Work under this Agreement, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9.19. This Agreement, the contract documents, and the performance hereon shall be governed, interpreted, construed, and regulated by the laws of the State of California. The parties agree that any action related to this Agreement or the contract documents will be venued in the County of San Mateo.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and RPR. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on October _____, 20__ (which is the Effective Date of the Agreement).

OWNER: _____

CONTRACTOR: _____

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No. _____

(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

APPROVED AS TO FORM:

Gabrielle Whelan
Assistant City Attorney

END OF SECTION

San Mateo Fire Station 25
City Project No. 561625
CITY OF SAN MATEO, CALIFORNIA

Contractor Statement of Qualification

Section A - Organizational Background:

1. Company/Contractor Name: Sausal Corporation
2. Contractor License Number: 281425
3. Department of Industrial Relations (DIR) Number: 1000001877
4. Principal place(s) of business: 3550 Willow Pass Rd. Concord, CA 94519
5. Partners / principals / owners (owning 10% or more): James E. Ward
Josh Ward
6. Officer Name: Leslie L. Ward
7. a) How many years has the business been operating under its present name? 56
b) Under what other names has the business operated? none

Section B - Construction Experience

1. How many years of experience does the business had performing construction on the following:
 - Public projects in San Mateo County 10+
 - Government projects (in general) 46
 - Working with various agencies at once 46
 - Fire Stations 0
 - What types of work does the business typically perform? Supervision, Rough & Finish Carpentry & Door & Hardware Installation
2. Has the business or any owner, officer, partner or member of the business:

Yes	No	
	<input checked="" type="checkbox"/>	Ever failed to complete a construction contract, forfeited a bid bond / proposal guaranty, had liquidated damages withheld from its total compensation due on a contract, or refused to enter into contract for work awarded to it?
		If yes, give details in Section B3-1 including name of project, contract amount, type of work, name and address of project engineer, contractor, and owner. When, where and why.
	<input checked="" type="checkbox"/>	Ever been cited or convicted for violation of any OSHA or State safety law / regulations?

		If yes, give details in Section B3-2 including project name, project engineer, owner, when, where, governing agency, and final disposition of citation or conviction. <hr/> <hr/> <hr/>
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3. List three (3) recent, comparable design/build projects with construction costs greater than \$4,000,000 that the business has completed within the last 4 years in San Mateo County. Include the following information: project name, amount, type of work, percentage subcontracted, amount subcontracted, schedule completion date, date completed, location (city, county, state), name, address and number of project designer, project engineer, contractor (if subcontractor), owner. Use separate sheet if necessary.

See Attached

4. List major construction projects the business has in process, include project name, amount, type of work, percentage completed, schedule completion, location (city, county, state) name, address and number of project engineer, contractor (if subcontractor) owner. Use separate sheet if necessary.

See Attached

5. List construction experience of the principal individuals of your organization (include not only officers and principals of the organization, but also field superintendents who will be in charge of Fire Station 25. Use separate sheet if necessary.

See Attached

Section C – References

1. List all organizations which the Contractor has done business during the past 4 years. List the current organization first. Use separate sheet if necessary.

Company	Contact Person	Phone Number	E-Mail Address

-College Park Elementary Inc 2 (\$11,960,018) [2012-2013] – San Mateo, CA

Project Manager: Rusty Abernathy
Superintendent: Ray Baker
Project Engineer: Adam Baca

A bid/build project, College Park Elementary School, consisted of the demolition of three buildings, the ground up construction of a new administration building, construction of a new bus shelter, a pre-engineered lunch shade structure, as well as, modernization of four classroom wings. A challenge of this phased project is that it took place while both the elementary school and day care center on the property were in session. Sausal worked with the architect and the district to ensure student safety and that there were proper means of egress for the children. This project was completed to the satisfaction of the architect, district and principal with whom Sausal enjoyed an easy working relationship. No claims, litigations or demands arose from this project. If you would like to discuss this project and Sausal's performance please contact Joe Vela with Aedis Architects, he can be reached at 408-300-5160. In the end Sausal worked with Aedis, the District and DSA to complete the building on time and to the satisfaction of many.

- Burlingame Intermediate (\$10,640,411) [2015-2016] – Burlingame, CA

Project Manager: Greg Gillis
Superintendent: Bruce Edrington
Project Engineer: Chrys Moreno

Burlingame Intermediate school was another bid/build project. The project consisted of construction of a new 14,000 sqft two-story classroom building on an existing and active middle school site. The scope of work entailed removal of existing restrooms, selective demolition of existing structures and elements as needed. The construction of the new building included site work, utility infrastructure, including associated architectural, civil, structural, mechanical, plumbing, fire protection, electrical and landscaping work. While the project went along smoothly and finished with no claims or litigation, the project was challenging due to the active elementary school which made access tough and included the barricading of the project site to prevent children from accessing the site. Sausal maintained a good working relationship with both the architect and the school district. Since the project completed, Tim Ryan with Burlingame Schools has reached out to Sausal to bid on several other projects. We worked hand-in-hand with the architect to get changes through DSA in a timely manner. For further information about Sausal's performance the architect was Chad Hamilton and he can be reached at c.hamilton@haarchs.com, Tim Ryan was the representative for Burlingame School District and he can be reached at Tryan@burlingameschools.org. A list of sub-contractors on this project can be provided upon request.

Redwood Shores Library

Project Manager Greg Gillis
Superintendent Tony Webb

Redwood Shores Library was a new ground up facility for the City of Redwood City. Complicated wood structure with raised access floor and Rain Screen exterior skin. Scope includes a large parking lot adjacent to a Bay Estuary

Contact: Brian Lee City of Redwood City [\(650\) 780-7350](tel:6507807350)

Project in process

Name	Amount	Comp. %
DUBLIN SAFETY	16,933,733.00	71.0%
MORAGA-ORINDA Fire Station	3,840,202.89	99.0%
MONTEVIDEO ES	6,037,768.88	78.0%
ADDISON ES	17,639,549.36	47.0%
KENNEDY PARK	14,061,445.00	15.0%
CREEKSIDE	1,682,978.00	79.0%
DUBLIN SR SERVICE	126,506.00	6.0%
PIONEER ES	9,276,800.00	2.0%

Customer Contacts

San Ramon Valley Unified School District Rick Kendrick (925)667-0009 ✓

Moraga Orinda Fire District Dave Winnacker , Fire Cheif, 925-258-4500 ✓

Palo Alto Unified School District Ron Smith (650)833-4234 ✓

City of Dublin Michael Boitnott (925)833-6630 ✓

Dublin Unified School District Patricia Benavidez (925)250-2756 ✓

GREGORY F. GILLIS

SUMMARY

Diverse background including directing nationwide building development for billion dollar corporation, managing professional staff of over 30 people, estimating and management for general contractors, participation in government planning and approvals, engineering analysis, and development of computer based systems.

PROFESSIONAL EXPERIENCE

SAUSAL CORPORATION, San Leandro, CA
Commercial building contractor.

1990-

Construction Manager, Vice President

Develop estimates, assemble competitive bids, initiate owner contracts, negotiate subcontracts, obtain permits, and manage projects for both public and private clients. Personally manage 3-4 projects per year, ranging from \$ 100,000 to \$15 Million each.

- Prepare and manage project schedules and budgets using computer based systems. Administer company systems, handle hardware and software implementation and approve expenditures.
- Projects include: Schools, fire stations, office buildings, kitchens, seismic upgrades, tenant improvements, remodeling, and ADA upgrades.

MERVYN'S, Hayward, CA
A \$3 billion national department store chain.

1979 - 1990

Director/Construction and Engineering

1982 - 1990

- Controlled capital expenditures exceeding \$100 million annually at multiple locations nationwide.
- Managed staff of 32 professionals including 6 direct reports. Developed and implemented new organizational structures on several occasions to respond to changing requirements.
- Implemented building design and construction program for over 170 new stores nationwide. Program included up to 27 stores annually with up to 10 stores opening on the same day. Stores averaged 75,000 Sq. Ft. and \$2.5 million in general contract value.
- Completed a major corporate office project, including a four level parking structure, supporting 1500 employees and the main computer center.
- Controlled the repair, maintenance and energy conservation program for over 100 locations nationwide.
- Developed corporate policy for asbestos and managed strategy and completion for several major abatement projects.
- Directed design and construction of a \$15 million, 435,000 Sq. Ft. automated distribution center.
- Conceived and implemented a budget control and forecasting system using both mainframe and personal computer systems.
- Evaluated hundreds of architectural and contracting firms nationwide and maintained long term relationships with key firms.

- Formulated a site evaluation process and developed a new position and eventually a department to perform this function in order to identify risk factors in land purchases.
- Presented projects to local government agencies and negotiated final approval.

Manager/Construction

1979 - 1982

- Wrote and implemented a Scope of Work manual which established guidelines for facility design and construction. Major sections included design review, seismic analysis, life cycle costing, roofing, mechanical systems, and lighting.
- Introduced a manual of standard contract documents which incorporated significant protection regarding insurance, scheduling, and cost control.
- Developed organization procedures and position responsibilities for newly created department after demonstrating capabilities as the contractor for a Mervyn's store.

BRADBURY AND STAMM CONSTRUCTION, Albuquerque, NM
A \$50 million General Contractor.

1975 - 1979

Project Manager

- Managed 3-6 projects at one time with contracts up to \$2 million. Full responsibility for projects including takeoff, pricing, purchasing, contract management, and scheduling. Directly employed all general trades including concrete, masonry, steel, and millwork.
- Projects included schools, museums, restaurants, retail, remodeling and other commercial.
- Earned largest individual gross profit contribution in final year with the company by completing tough projects on schedule and below budget.
- Developed an integrated estimating data base and weekly labor cost forecasting system which was successfully implemented company wide.

CITY OF ALBUQUERQUE, New Mexico
Regional planning department.

1974 - 1975

Planner I

- Conducted research for zoning studies and developed transit forecasts.

EDUCATION AND AFFILIATIONS

Master of Business Administration, University of New Mexico
Bachelor of Science, Civil Engineering, University of New Mexico

1975

1974

Registered Professional Engineer - California #C 049095

General Building Contractor - CA License #595665

Commissioner - Board of Zoning Adjustments - City of Hayward

1984-1991

Board of Directors - Eden YMCA

Software : Primavera, P3 & Expedition; American Contractor; MS Office; Adobe Acrobat, etc.

Greg Gillis

List of Projects and Clients

1975-1979, Bradbury & Stamm - Project Manager (estimating & project control)

Large union contractor with most trades in house, eg - concrete, masonry, steel, millwork.

- Mall tenant improvements, Santa Fe & Albuquerque.
- School additions and renovations, Gallup Union School District.
- Structural upgrades and renovations at Palace of the Governors, Santa Fe - oldest continuously occupied structure in United States
- Community building, San Felipe Pueblo.
- Museum of Native American Arts - Santa Fe.
- Maria Teresa Restaurant, including renovation of historic structure - Albuquerque.
- Design-build speculative office/industrial complex, Plaza de Comercio - Santa Fe.
- Clubhouse, pool and golf cart building, Tanoan Country Club - Albuquerque.

1979-1990, Mervyn's - Manager & Director, Construction and Engineering

National Chain Store, Division of Dayton Hudson Corporation

- 60 - 90,000 sf store buildings and related site work, \$ 2 - 4 million per site.
- 170 stores - NM, CA, AZ, NV, OR, WA, TX, GA, CO, OK, LA, MI.
- Corporate offices - Hayward.
- Distribution Centers - Ontario, Plano, Fremont - \$15 million, 435,000 sf.
- Data Centers - Hayward, Plano.
- Parking structure - Hayward.

1990 - present, Sausal Corporation, Construction Manager, VP (estimating & project control)

Mid size open shop contractor, carpentry & some concrete work in house

- Great Western Bank, \$ 50,000, tenant improvements.
- Oakes apartments, \$ 70,000, sitework & foundations.
- Target Stores, \$ 40,000, earthquake repairs and seismic upgrades, 4 locations.
- El Cerrito Community center, \$ 240,000, renovations and additions - multiple locations.
- Alameda Golf Course, \$ 600,000, new maintenance facility and renovations.
- Harbormaster building and dock, \$1,070,000, new building on San Francisco Bay.
- Bay Court Judicial Building, \$ 702,000, renovations around daily court sessions.
- BART, Lake Merritt Station, \$ 50,000, interior renovation - data center & police services.
- PG&E offices, \$150,000, seismic upgrade on PM schedule.
- Stanley Intermediate School, \$ 2,470,000, 20 new classrooms and Library.
- Vista Grande Elementary, \$ 2,000,000, extensive renovation on compressed schedule.
- Oakland Fire Station, \$ 2,100,000, critical schedule with bonus paid for early completion.
- Central School Kitchen, \$ 700,000, extensive renovation and new refrigeration facility.
- Contra Costa College, \$1,660,000, Vocational Ed Building renovation.
- Contra Costa College, \$ 960,000, ADA renovations, ramps, pedestrian bridge.
- FAA regional control center, \$ 700,000, addition within critical 24 hour control area.
- Union City Offices, \$135,000, ADA renovations, multiple sites.
- BART, Powell St. Station, \$187,000, renovations for police sub station within terminal.
- Emeryville Fire Station, \$101,000, renovations for dorms and vehicle area.
- Glorietta Elementary, \$ 380,000, demolition, site work, parking lots, canopies.
- FUJI Photo, \$ 24,000, tenant improvements.
- Metrocenter BART/RAFC, \$170,000, seismic upgrade on PM schedule.
- Simpson Strong-Tie, \$ 63,000, roof structure and HVAC.
- Washington Hospital MRI, \$ 637,000, renovations & addition for new imaging system.
- Hayward Schools Trailers, \$100,000, services for new trailers at 23 sites, compressed schedule.
- Ameriflight offices, \$1,100,000, new building and renovations at Oakland Airport.
- Highland Elementary, \$ 715,000, extensive renovation on tight summer schedule.
- Strohbridge Elementary, \$1,220,000, extensive renovation on tight summer schedule.

- Hayward Schools Relocatables, \$ 872,000, site work and foundations, 46 buildings, 24 sites.
- Tyrrell Elementary, \$ 1,250,000, rebuild classroom wing that was burned down.
- Milpitas Schools, \$ 3,400,000, New multipurpose buildings at two separate sites.
- Alameda County Offices, \$ 600,000. Major renovation for Community Development Agency
- San Lorenzo Schools, \$ 1,200,000, Modernization at two separate campus sites, phased work.
- Metrocenter, \$ 200,000, ADA upgrades at four story down town office building.
- Simpson Strong-Tie, \$ 50,000, emergency repairs and upgrade after roof collapse.
- Hesperian Elementary, \$ 570,000, modernization at existing campus, phased schedule.
- Hayward Schools Relocatable Sitework, \$ 1,560,000. Foundations and utilities at 16 sites.
- Castro Valley Elementary School, \$ 1,599,000. Modernization and addition at existing campus.
- Cal State Hayward Student Union, \$ 474,900. Remodel and additions within existing structure.
- Tennyson High School, \$ 528,000. Site work and utilities for pre fab two story classrooms.
- Las Lomas High School, \$ 4,300,000. New Theater and Kitchen on existing campus.
- Arroyo High School, \$ 4,150,000. Phased modernization at large, active school campus.
- City of Concord, \$ 1,470,000. Building addition & renovation for building permit center.
- Amador Valley High School, \$ 8,050,000. New Music and Media Buildings and renovate Lockers.
- Stanley School, \$ 2,290,000. New Multipurpose Building.
- East Avenue Elementary, \$ 350,000. Sitework & foundations for portable classrooms.
- Contra Costa Schools Insurance Group, \$ 2,800,000. Convert restaurant to 2 story office.
- Walnut Grove Elementary, \$ 3,500,000. Building renovation and site work for pre fab classrooms.
- San Leandro Museum, \$ 1,451,000. Building renovation and seismic upgrade with adjacent plaza.
- Donlon Elementary School, \$ 8,500,000. Renovation of existing school campus.
- Fremont Fire Station No. 7, \$ 2,700,000. Renovation and expansion of fire station.
- San Jose Animal Care Center, \$ 9,000,000. Take over & complete after prior contractor default
- Washington Manor Aquatic Center, \$ 5,500,000. New pool and adjacent building
- Contra Costa College High Tech Center, \$ 4,000,000. Extensive renovation; conversion
- Haight Elementary, \$ 4,000,000. Seismic renovation of two story Elementary School
- Amador Valley High School Admin., \$ 350,000, Lease-Lease Back school renovation
- Redwood Shores Library, \$14,500,000, New Library with parking lot, rain screen system
- Cesar Chavez Middle School Modernization & Gym, \$ 12,500,000, renovation & new Gym

CLIENTS :

Cities : El Cerrito, Alameda, Fremont, Oakland, Union City, Richmond, Redwood City and San Leandro,

Counties : Alameda, Contra Costa

School Districts : Lafayette, Orinda, San Ramon Valley, Milpitas, San Lorenzo, Castro Valley, Pleasanton, Alameda, New Haven and Hayward

BART, Washington Hospital, Federal Aviation Administration, Contra Costa College

Target Stores, Fuji Photo, PG&E, Ameriflight, Simpson Strong Tie

SAUSAL

CORPORATION

422 Whitney Street, San Leandro, CA 94577
Phone: (510)568-6600 Fax: (510)632-9769
California License Number 281425

Tony Webb

Sausal Corporation 1999 - Present

Position: Project Superintendent

Completed Projects:

Woodside Library
Town of Woodside

Renovations of existing branch library.
\$ 2,014,800.00

HACA
Hayward, CA

Renovations and addition to the Housing Authority
of the County of Alameda office building.
\$ 4,633,100.00

San Lorenzo HS, Arroyo HS
East Bay Arts
San Lorenzo, CA

New Classroom buildings an renovations of
3 High Schools for the San Lorenzo USD
\$ 14,748,900.00

Castro Valley School
Seismic Upgrades
3 school locations
Castro Valley, CA

Seismic upgrades to Marshall ES, Vannoy ES, and
Proctor ES.
\$ 5,689,000.00

Campbell Union High
District/ Five Schools

Modernization of 5 High School Locker Rooms.
\$9,304,100.00

Alvarado Middle School
31604 Alvarado Blvd
Union City, CA

New construction of 5,654 SF media and counseling
center, 6,445 SF administration building and 3,690
Severely Handicapped Classroom.
\$6,668,000.00

Redwood Shores
Community Library
399 Marine Parkway
Redwood City, CA

New Construction of 22,000 SF Library
\$ 14,858,294.00

Renovation & New
Classrooms at Ayers ES,
Monte Gardens, &
Mountain View ES
Concord, CA

This project consisted of work at three separate school sites for the Mt. Diablo Unified School District. Work occurred primarily over the summer months and included significant upgrades to bathrooms as well as new prototypical classroom building construction.
\$ 11,956,459.00

Renovations & New
Classrooms at Mt. Diablo ES,
Pine Hollow MS & Highland ES
Concord, CA

The Mt. Diablo Unified School District developed a contract which would include work on three school sites at the same time. This project consisted of work at Mt. Diablo Elementary School, Highlands Elementary School and Pine Hollow Middle School. The project required the complete renovation of 35 bathrooms, site work, a new technology center and the construction of 33 new prototypical classrooms. Over 50% of this work was completed in the summer months allowing all three schools to open on schedule.
\$16,000,000.00

Donlon Elementary School
4250 Dorman Road
Pleasanton, CA

Modernization of 60,000 SF elementary school consisting of 4 buildings, including administrative building, classrooms, library and site work.
\$ 8,389,000.00

Jefferson Phase 1B Modernization
at 8 school sites
Daly City, CA

Modernization at 8 schools. Work completed in 2 ½ months. Average work weeks of 60 hours/man.
\$ 4,416,170.00

Walt Disney Elementary
School
3250 Pine Valley Road
San Ramon, CA

Modernization of 54,000 SF masonry and wood elementary school. Phased construction consisting of 3 buildings including Multi-Purpose room with school in full session.
\$ 5,000,000.00

Cambrian Restroom, HVAC &
Power Upgrades
Cambrian School District
4115 Jacksol Drive San Jose, CA
Construction Manager
Blach Construction

Remediation & renovation of 24,000 SF of classrooms, bathrooms, and general site work for 5 various school sites through out the school district. Work completed in 3 months.
\$ 1,049,162.00

Kids Country Child Care
Building at Vista Elementary
School

667 Diablo Road
Danville, CA

Construction of new 3,976 SF wood framed child
care center on existing elementary school.
\$ 918,782.00

Kids Country Office TI
177 Front Street
Danville, CA

Interior modification to existing suite for owners use.
\$ 134,244.00

AMB Properties/Shelton
International Holdings
389 Oyster Point Blvd &
251 Lawrence Ave.
So. San Francisco, CA

Seismic upgrades and tenant improvement three units
at two separate locations for existing property.
\$ 170,992.00

Matt Jiminez Boys & Girls Club
28200 Ruus Road
Hayward, CA
Contact: Richard Soares
510-786-6075

Construction of new 20,000 SF Boys & Girls club
including a 9,600 SF gymnasium, an activity room,
kitchen, teen room, weight room, shop and offices.
\$ 3,487,448.00

EXPERIENCE PRIOR TO SAUSAL CORPORATION

1996 to 1999

D.H. Structures Orinda, CA

Position

Carpenter

Performed all aspects of framing and finishing involved
with construction of new homes.

1995 to 1996

Self Employed – General Contractor, Pleasant Hill, CA
Performed all aspects of construction including
Supervision and coordination of projects.