



# SAK<sup>TM</sup>

*Pipeline Infrastructure. Solved.<sup>TM</sup>*



Request for Proposal  
for  
Region 4 Education Service Center  
for  
Trenchless Technology Rehabilitation and Related  
Products and Services

Solicitation Number 17-08

## TABLE OF CONTENTS

### REQUEST FOR PROPOSAL FOR TRENCHLESS TECHNOLOGY REHABILITATION AND RELATED PRODUCTS AND SERVICES

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TAB 1	ENTIRE VENDOR CONTRACT AND SIGNATURE FORM (PGS. 1-15, APPENDIX A) GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM (APPENDIX D)
TAB 2	QUESTIONNAIRE (APPENDIX E)
TAB 3	COMPANY PROFILE (APPENDIX F) MARKETING PLAN RESUMES
TAB 4	PRODUCT/SERVICES (APPENDIX B) NSF/ANSI 61 DOCUMENT COMPANY BROCHURES
TAB 5	REFERENCES (APPENDIX F)
TAB 6	PRICING
TAB 7	VALUE ADD (APPENDIX G)
TAB 8	REQUIRED DOCUMENTS ADDITIONAL REQUIRED DOCUMENTS (APPENDIX H) ACKNOWLEDGEMENT & ACCEPTANCE OF REGION 4 ESC OPEN RECORDS POLICY (PAGE 4)



## **APPENDIX A**

### **VENDOR CONTRACT AND SIGNATURE FORM**

*This Vendor Contract and Signature Form ("Contract") is made as of March 9 **2017**, by and between SAK Construction, LLC and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Trenchless Technology Rehabilitation and Related Products Services*

#### **RECITALS**

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

#### **ARTICLE 1- GENERAL TERMS AND CONDITIONS**

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 **Purchasing procedure:**
  - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "**Per TCPN Contract # R\_\_\_\_\_**."
  - Vendor delivers goods/services directly to the participating agency.

- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

- 1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## **ARTICLE 2- ANTICIPATED TERM OF AGREEMENT**

- 2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent to renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

## **ARTICLE 3- REPRESENTATIONS AND COVENANTS**

- 3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".
- 3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3. **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

## **ARTICLE 4- FORMATION OF CONTRACT**

- 4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

- 4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation:** If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
  - General terms and conditions
  - Specifications and scope of work
  - Attachments and exhibits
  - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements:** The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers:** Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

## **ARTICLE 5- TERMINATION OF CONTRACT**

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency:** Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
  - ii. Providing work and/or material that was not awarded under the contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
  - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
  - v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or

- vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

- 5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- 5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.
- 5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- 5.5 **Standard Cancellation:** Region 4 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

## **ARTICLE 6- LICENSES**

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

- 6.2 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

## **ARTICLE 7- DELIVERY PROVISIONS**

- 7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

## **ARTICLE 8- BILLING AND REPORTING**

- 8.1 **Payments**: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices**: The awarded vendor shall submit invoices to the participating entity clearly stating “*Per TCPN Contract*”. The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting**: The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month. Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 10<sup>th</sup> day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email.

Failure to provide a monthly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Supplier shall be deemed a cause for termination of the contract at Region4 ESC’s sole discretion.

## **ARTICLE 9- PRICING**

- 9.1 **Best price guarantee**: The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of

any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

- 9.2 **Price increase**: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges**: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment**: Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage**: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees**: All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of 2% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales").

Administrative fee payments are to accompany the contract monthly sales report by the 10<sup>th</sup> day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.

Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion.

All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law until paid in full.

## **ARTICLE 10- PRICING AUDIT**

- 10.1 **Audit rights**: Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1)

year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

## **ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS**

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

## **ARTICLE 12- SITE REQUIREMENTS**

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

### **ARTICLE 13- MISCELLANEOUS**

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN,



its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.
- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations:** It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

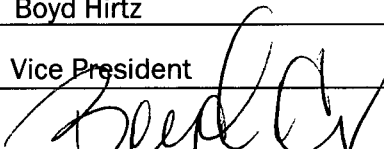
The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

### VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name SAK Construction, LLC  
Address 864 Hoff Road  
City/State/Zip O'Fallon, MO 63366  
Telephone No. 636.385.1000  
Fax No. 636.385.1100  
Email address bhirtz@sakcon.com  
Printed name Boyd Hirtz  
Position with company Vice President  
Authorized signature 

**Accepted by The Cooperative Purchasing Network:**

Term of contract May 1, 2017 to April 30, 2020

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

  
Region 4 ESC Authorized Board Member

4/25/2017  
Date

Andy Regis  
Print Name

Margaret S. Bass  
Region 4 ESC Authorized Board Member

4/25/2017  
Date

Margaret S. Bass  
Print Name

TCPN Contract Number R170802

**Appendix D:**  
**GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

*Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

☒ We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

Section/Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts



## **Vendor Contract Launch**

Vendors must commit to attending a contract launch meeting with a member of the Business Development Team should they be awarded a contract with Region 4 ESC through this RFP. Vendor contract launches are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

It is highly recommends that the individuals who will handle contract management, reporting and marketing are in attendance.

**If awarded, please provide contact information for scheduling:**

SAK Construction, LLC  
Vendor

Boyd Hirtz  
Point of Contact

Vice President  
Title

636.385.1013  
Phone Number

bhirtz@sakcon.com  
Email Address

Signature: Boyd Hirtz Date: 3/6/17

## **Appendix E:**

### **QUESTIONNAIRE**

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

#### **1. States Covered**

Offeror must indicate any and all states where products and services can be offered.

**Please indicate the price co-efficient for each state if it varies. (If applicable)**

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Alabama              | <input checked="" type="checkbox"/> Montana        |
| <input type="checkbox"/> Alaska                          | <input checked="" type="checkbox"/> Nebraska       |
| <input checked="" type="checkbox"/> Arizona              | <input checked="" type="checkbox"/> Nevada         |
| <input checked="" type="checkbox"/> Arkansas             | <input checked="" type="checkbox"/> New Hampshire  |
| <input checked="" type="checkbox"/> California           | <input checked="" type="checkbox"/> New Jersey     |
| <input checked="" type="checkbox"/> Colorado             | <input checked="" type="checkbox"/> New Mexico     |
| <input checked="" type="checkbox"/> Connecticut          | <input checked="" type="checkbox"/> New York       |
| <input checked="" type="checkbox"/> Delaware             | <input checked="" type="checkbox"/> North Carolina |
| <input checked="" type="checkbox"/> District of Columbia | <input checked="" type="checkbox"/> North Dakota   |
| <input checked="" type="checkbox"/> Florida              | <input checked="" type="checkbox"/> Ohio           |
| <input checked="" type="checkbox"/> Georgia              | <input checked="" type="checkbox"/> Oklahoma       |
| <input checked="" type="checkbox"/> Hawaii               | <input checked="" type="checkbox"/> Oregon         |
| <input checked="" type="checkbox"/> Idaho                | <input checked="" type="checkbox"/> Pennsylvania   |
| <input checked="" type="checkbox"/> Illinois             | <input checked="" type="checkbox"/> Rhode Island   |
| <input checked="" type="checkbox"/> Indiana              | <input checked="" type="checkbox"/> South Carolina |
| <input checked="" type="checkbox"/> Iowa                 | <input checked="" type="checkbox"/> South Dakota   |
| <input checked="" type="checkbox"/> Kansas               | <input checked="" type="checkbox"/> Tennessee      |
| <input checked="" type="checkbox"/> Kentucky             | <input checked="" type="checkbox"/> Texas          |
| <input checked="" type="checkbox"/> Louisiana            | <input checked="" type="checkbox"/> Utah           |
| <input checked="" type="checkbox"/> Maine                | <input checked="" type="checkbox"/> Vermont        |
| <input checked="" type="checkbox"/> Maryland             | <input checked="" type="checkbox"/> Virginia       |
| <input checked="" type="checkbox"/> Massachusetts        | <input checked="" type="checkbox"/> Washington     |
| <input checked="" type="checkbox"/> Michigan             | <input checked="" type="checkbox"/> West Virginia  |
| <input checked="" type="checkbox"/> Minnesota            | <input checked="" type="checkbox"/> Wisconsin      |
| <input checked="" type="checkbox"/> Mississippi          | <input checked="" type="checkbox"/> Wyoming        |
| <input checked="" type="checkbox"/> Missouri             |  |

☐ **Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |  |
|---|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

#### **2. Diversity Programs**

- Do you currently have a diversity program or any diversity partners that you do business with? ☒ Yes ☐ No
  
- If the answer is yes, do you plan to offer your program or partnership through TCPN ☐ Yes ☒ No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?  
☐ Yes ☒ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

### 3. Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Offerors shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

#### a. Minority Women Business Enterprise

Offeror certifies that this firm is an MWBE ☐ Yes ☒ No

List certifying agency: n/a

#### b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Offeror certifies that this firm is a SBE or DBE ☐ Yes ☒ No

List certifying agency: n/a

#### c. Disabled Veterans Business Enterprise (DVBE)

Offeror certifies that this firm is a DVBE ☐ Yes ☒ No

List certifying agency: n/a

#### d. Historically Underutilized Businesses (HUB)

Offeror certifies that this firm is a HUB ☐ Yes ☒ No

List certifying agency: n/a

#### e. Historically Underutilized Business Zone Enterprise (HUB Zone)

Offeror certifies that this firm is a HUB Zone ☐ Yes ☒ No

List certifying agency: n/a

#### f. Other

Offeror certifies that this firm is a recognized diversity certificate holder ☐ Yes ☒ No

List certifying agency: n/a

### 4. Residency

Responding Company's principal place of business is in the city of O'Fallon State of MO

## 5. Felony Conviction Notice

Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

\*If the third box is checked a detailed explanation of the names and convictions must be attached.

## 6. Processing Information

Company contact for:

### Contract Management

Contact Person: Barb Marler

Title: Contract Manager

Company: SAK Construction, LLC

Address: 864 Hoff Road

City: O'Fallon State: MO Zip: 63366

Phone: 636.385.1030 Fax: 636.385.1133

Email: bmarler@sakcon.com

### Billing & Reporting/Accounts Payable

Contact Person: Alyssa Brown

Title: Accounting Manager

Company: SAK Construction, LLC

Address: 864 Hoff Road

City: O'Fallon State: MO Zip: 63366

Phone: 636.385.1044 Fax: 636.385.1144

Email: abrown@sakcon.com

### Marketing

Contact Person: Charlie Kuhnmuench

Title: Vice President Business Development

Company: SAK Construction, LLC

Address: 864 Hoff Road

City: O'Fallon State: MO Zip: 63366

Phone: 636.385.1017 Fax: 636.385.1117

Email: charliek@sakcon.com

7. **Distribution Channel:** Which best describes your company's position in the distribution channel:

- ☐ Manufacturer direct      ☐ Certified education/government reseller  
☐ Authorized distributor      ☐ Manufacturer marketing through reseller  
☐ Value-added reseller      ☒ Other Installation Contractor

8. **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

☒ Yes    ☐ No

*(If answer is no, attach a statement detailing how pricing for participants would be calculated.)*

- Pricing submitted includes the required administrative fee. ☒ Yes    ☐ No

*(Fee calculated based on invoice price to customer)*

- Additional discounts for purchase of a guaranteed quantity? ☒ Yes    ☐ No

9. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Choice Partners	Guaranteed qty. pricing	9/14/2017	\$1.5MM

[Remainder of Page Intentionally Left Blank]





# SAK™

Pipeline Infrastructure. Solved.™

636.385.1000 *tel*  
636.385.1100 *fax*

864 Hoff Road  
O'Fallon, MO 63366

[www.sakcon.com](http://www.sakcon.com)

## Appendix F: COMPANY PROFILE

1. Company's official registered name.

SAK Construction, LLC

2. Brief history of your company, including the year it was established.

SAK Construction, LLC (SAK), formed in January 2006, is comprised of an experienced team, well-known in both the pipeline rehabilitation and tunneling industries. Our core pipeline rehabilitation focus is cured-in-place pipe (CIPP). Although a relatively new entity, SAK possesses the experience, expertise, and resources to operate a successful construction company, executing pipeline rehabilitation and tunneling work to the satisfaction of our customers.

### Company Headquarters

Our approximately 115,000 square-foot headquarters, equipment fabrication, product manufacturing and CIPP wet-out facility are located near St. Louis, Missouri, approximately 20 miles west on I-70 from Lambert St. Louis Airport. The address and contact information is:

SAK Construction, LLC	
864 Hoff Road	(636)385-1000 Telephone
O'Fallon, Missouri 63366	(636)385-1100 Fax

### Capabilities

- Cured-in-place pipe lining – 6" to 96" diameter (sewer)
- Tunneling – 4 foot diameter to 32 foot arch
- Spiral Wound Technology (SPR) – installed in pipes 18" – 144" in circular, tear drop, square/rectangle or arch shapes
- Large Diameter Sliplining – 36" pipe and above
- Norditube water/pressure pipe lining
- Shotcreting, Grouting and Crack Sealing

### Trenchless Experience

SAK Key Personnel have installed millions of linear feet of cured-in-place pipe, and managed the installation of tens of millions of linear feet of cured-in-place pipe. SAK's personnel are among the most experienced and well-known in the industry. SAK as a Company has installed over 8.5 million feet of CIPP liner since being formed in 2006.

Having formed the original Affholder company in 1968, Robert Affholder (SAK Vice Chairman) and Jerry Kalishman (SAK Chairman Tom Kalishman's father) purchased their first Insituform license in 1982. They subsequently bought five (5) additional licenses for a total of six (6) licensed geographies: Insituform Missouri, Insituform Central, Insituform Plains, Insituform Texark, Insituform Rockies, and Insituform Southeast. This combined company, Insituform Mid-America, grew to become the world's leading installer of Insituform, with sales of \$107 million in 1995 representing more than 40% of the total sales for Insituform Technologies, Inc. worldwide. Jerry Shaw (SAK President) and Boyd Hirtz (SAK Vice President) were both employed and heavily involved throughout this time as installers and project engineers. In October 1995, the merger of Insituform Mid-America, Inc. and Insituform Technologies, Inc. was completed. This put Bob Affholder in charge of all North American contracting for the corporation, Jerry Shaw became Vice President of Affholder, Inc. (tunneling) and Boyd Hirtz became a Vice President and General Manager in the central Midwest for Insituform (CIPP).

3. Company's Dun & Bradstreet (D&B) number.

019742368

4. Corporate office location.

864 Hoff Road, O'Fallon, MO 63366

5. List the total number of sales persons employed by your organization within the United States, broken down by market.

Charlie Kuhnmuench – Nationwide, based in St. Louis, MO (Headquarters)  
Jack Boatman – Nationwide, based in Mobile, AL  
Anthony Aderhold – Nationwide Strategic Municipal Markets, based in St. Paul, MN  
Casey Smith – Pacific Region, based in San Francisco, CA  
Steve Johnson – Pacific Region, based in Sacramento, CA  
Brian Ackerman – Pacific Region (Project Manager with sales responsibility), based in San Antonio, TX  
Cary Shaw – Central Region, based in Leawood, KS  
Joe Huffman – Central Region, based in Kansas City, MO  
Eamonn McGeedy – Atlantic Region, based in Baltimore, MD  
Clayton Washburn – Southeast Region General Manager (handles sales for this region), based in Nashville, TN

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

<u>HEADQUARTERS</u>	<u>CENTRAL</u>
Charlie Kuhnmuench, VP Business Development 864 Hoff Road O'Fallon, MO 63366 636.385.1017 charliek@sakon.com	Cary Shaw, Business Development Leader, Central Joe Huffman, Business Development, Central 864 Hoff Road O'Fallon, MO 63366 Cary – 636.233.9621, cashaw@sakon.com Joe – 816.590.8844, jhuffman@sakon.com
<u>ATLANTIC</u>	<u>TEXAS</u>
Eamonn McGeady, Business Development Manager 1405 Benson Court, Suite C Arbutus, MD 21227 443.297.1900 emcgeady@sakon.com	Brian Ackerman, Project Manager 816 Camaron Street, Suite 2.21 San Antonio, TX 78212 602.320.5081 backerman@sakon.com
<u>PACIFIC</u>	<u>SOUTHEAST</u>
Joe Feuerborn, General Manager 4253 Duluth Avenue Rocklin, CA 95765 916.644.1411 jfeuerborn@sakon.com	Clayton Washburn, General Manager 47 Fern Avenue Nashville, TN 37207 615.345.0245 cwashburn@sakon.com

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

- Sales – Charlie Kuhnmuench – [charliek@sakon.com](mailto:charliek@sakon.com); 636.385.1017
- Sales Support – Christa Cope – [ccope@sakon.com](mailto:ccope@sakon.com); 636.385.1026
- Marketing – Charlie Kuhnmuench – [charliek@sakon.com](mailto:charliek@sakon.com); 636.385.1017
- Financial Reporting – Barb Marler – [bmarler@sakon.com](mailto:bmarler@sakon.com); 636.385.1030
- Executive Support – Charlie Kuhnmuench – [charliek@sakon.com](mailto:charliek@sakon.com); 636.385.1017

8. Define your standard terms of payment.

Net 30

9. Who is your competition in the marketplace?

- Layne
- IPR
- Michels
- AmLiner East
- Visu-Sewer
- Insituform

10. Overall annual sales for last three (3) years; 2014, 2015, 2016.

2014: \$127,137,220

2015: \$150,771,407

2016: \$180,647,000

11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2014, 2015, 2016.

2014: 125,000,000

2015: 146,000,000

2016: 175,000,000

12. What is your strategy to increase market share?

SAK's unparalleled strategy of safety, quality and customer satisfaction continues to build repeat business with existing clients, and new business through positive client references. Additionally, SAK has been the vendor for TCPN Contract #R5143, since March 22, 2012, and specifically during the last 2 years, has worked with some of TCPN's Regional Program Managers and more recently with certain National IPA's Regional Managers, to educate them on SAK's capabilities and the opportunities which exist, to grow business in their geographies. Moving forward, with the combination of TCPN/National IPA, and the strength National IPA adds with their breadth, reach and experience in the municipal market, SAK sees a huge opportunity to work in tandem with the Regional Managers to deliver programmatic solutions to the membership and deliver significant growth in both revenue and market share.

13. What differentiates your company from competitors?

SAK gauges success on customer satisfaction. Unlike several of our competitors, we focus on customers FIRST. Being a private company, which does not have to meet quarterly targets to appease stockholders as publicly traded companies do, our CLIENTS are our priority, above production and profitability. As stated above in regards to increasing market share, we want to earn repeat business and positive references from our customers – delivering a safe and quality end product while keeping the customer in the forefront ensures SAK's success above any competitors.

14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.

n/a to SAK's services, which are custom designed to each construction project.

15. Describe your company's Customer Service Department (hours of operation, number of service centers, ect.).

Contacts listed in Question #7 above can be reached 24/7.

16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

- SAK Construction, LLC vs. City of Ottawa, Kansas (2009)
  - Litigation regarding Differing Site Condition claim by SAK
  - Settlement reached prior to trial
    - Settlement Confidential
- SAK Construction of CA LP (SAK subsidiary) vs. PSC Industrial Outsourcing (2011)
  - Litigation regarding PSC breach of contract
  - Settlement reached prior to trial
    - Settlement Confidential
- SAK Construction, LLC vs. City of Decatur and Bainbridge, Gee, Milanski and Associates, Inc. (2014)
  - Litigation regarding City of Decatur and Bainbridge, Gee, Milanski and Associates, Inc. to recover costs and payments due in rehabilitating sewage pipes for the City.
  - Settlement reached prior to trial
    - Settlement Confidential

### **Marketing/Sales**

17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:
- a. A co-branded press release within first 30 days.
  - b. Announcement of award through any applicable social media sites
  - c. Direct mail campaigns
  - d. Co-branded collateral pieces
  - e. Advertisement of contract in regional or national publications
  - f. Participation in trade shows
  - g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
    - i. TCPN and Region 4 ESC Logo
    - ii. Link to TCPN and Region 4 ESC website
    - iii. Summary of contract and services offered
    - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

Please see attached ***Marketing Plan***.

18. Describe how your company will demonstrate the benefits of this contract in eligible entities if awarded.

Please see attached ***Marketing Plan***.

19. Explain how your company plans to market this agreement to existing government customers.

Please see attached **Marketing Plan**.

20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.

Please see attached **Marketing Plan**.

21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.

The SAK Business Development team has been educated previously on our existing Contract #R5143, but will be fully educated on the newly awarded agreement to highlight specifics which may have changed and also the breadth and strength of the National IPA involvement moving forward. The SAK Business Development team has monthly “go-to-meeting” conferences where this will be unveiled initially, and that we will have an extensive introduction to the contract during our June meeting where we gather in person for two-days of continuing education and development.

22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

SAK agrees to provide company logo to TCPN and gives permission to reproduce the logo for the purpose of marketing communications and promotions.

23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$ 5MM in year one

\$ 8MM in year two

\$ 12MM in year three

### **Administration**

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

SAK Construction has been the vendor of TCPN/National IPA Contract #R5143, ***Trenchless Technology Rehabilitation and Related Items and Services***, since March

22, 2012. TCPN RFP 12-09 was the first time TCPN had advertised an RFP for this category, and SAK is very proud to have partnered with them through the initial 3-year term and two 1-year renewals. We have worked very hard to introduce this contract to membership across the United States, and have grown our sales year over year, to the point that during 2016 we achieved a 12-month sales level in excess of \$5MM. If we are fortunate enough to be awarded this contract again based on this response to RFP 17-08, we only see continued growth, as our Business Development and Management teams have grown in conjunction with our company's growth in the marketplace. The contract for our current TCPN/National IPA contract is

TCPN/National IPA  
Contract #R5143  
Tara Adams, Business Development Manager  
[tara.adams@nationalipa.org](mailto:tara.adams@nationalipa.org)  
949-614-6737

25. Describe the capacity of your company to report monthly sales through this agreement.

We will continue to provide the monthly reporting as we have been doing under Contract #R5143.

26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, ect. For each eligible agency.

SAK is highly advanced in our management reporting capabilities, and can provide all relevant reports upon request, for each eligible agency with which we work.

27. Please provide any suggested improvements and alternatives for doing business with your company that will make this agreement more cost effective for your company and Participating Public Agencies.

After having held this contract's preceding TCPN contract #R5143 for through the original 3-year term, and the 2 one-year renewal terms, the only real improvements we would hope for are already in place. The merger of TCPN and National IPA greatly expands the breadth of the Participating Public Agencies (larger market and more potential opportunities); additionally, the merger has resulted in an increased number of TCPN/National IPA Regional Managers which SAK's business development team can partner with and educate, so that we can touch more Participating Public Agencies more frequently regarding our contract (increased presence as a contracting vehicle for them).

### Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So, we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask Offerors to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

SAK complies with all state and federal government environmental rules and regulations. Historically, trenchless technologies have utilized a lot of water during the installation process. In the effort to build a cleaner, greener future, where possible, SAK utilizes air and steam in the installation process to mitigate the usage of water.


### Vendor Certifications (if applicable)

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Offeror to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.


In order to conduct business in various states, SAK has obtained numerous Secretary of State and State Contractor's Licenses the states listed below. Within those states, various city and county licenses are required as well. SAK keeps electronic copies of all licenses and state registrations, and electronic copies are available upon request.

• Alabama	• Arizona	• Arkansas	• California
• Colorado	• Connecticut	• Delaware	• District of Columbia
• Florida	• Georgia	• Hawaii	• Idaho
• Illinois	• Indiana	• Iowa	• Kansas
• Kentucky	• Louisiana	• Maine	• Maryland
• Massachusetts	• Michigan	• Minnesota	• Mississippi
• Missouri	• Montana	• Nebraska	• Nevada
• New Hampshire	• New Jersey	• New Mexico	• New York
• North Carolina	• North Dakota	• Ohio	• Oklahoma





<ul style="list-style-type: none"><li>• Oregon</li></ul>	<ul style="list-style-type: none"><li>• Pennsylvania</li></ul>	<ul style="list-style-type: none"><li>• Rhode Island</li></ul>	<ul style="list-style-type: none"><li>• South Carolina</li></ul>
<ul style="list-style-type: none"><li>• South Dakota</li></ul>	<ul style="list-style-type: none"><li>• Tennessee</li></ul>	<ul style="list-style-type: none"><li>• Texas</li></ul>	<ul style="list-style-type: none"><li>• Utah</li></ul>
<ul style="list-style-type: none"><li>• Vermont</li></ul>	<ul style="list-style-type: none"><li>• Virginia</li></ul>	<ul style="list-style-type: none"><li>• Washington</li></ul>	<ul style="list-style-type: none"><li>• W. Virginia</li></ul>
<ul style="list-style-type: none"><li>• Wisconsin</li></ul>	<ul style="list-style-type: none"><li>• Wyoming</li></ul>	<ul style="list-style-type: none"><li>• Various cities and counties with the above mentioned states</li></ul>	



## Charlie Kuhnmuench

### EDUCATION:

- University of Missouri-Columbia (1986); B.S. in Business Administration

### SUMMARY:

Mr. Kuhnmuench has 20 years' experience helping municipal, industrial and federal owners of collection systems renew pipelines in their systems using minimally disruptive technologies and processes. The last 9 years, for SAK Construction, Mr. Kuhnmuench has lead the growth of revenue from \$7MM in 2008 to more than \$180MM in 2016. Mr. Kuhnmuench's expertise includes the technology and processes of cured-in-place pipe (CIPP) rehabilitation of gravity and pressure pipes; pipe bursting, slip lining, spin cast geopolymer and spiral wound PVC pipe rehabilitation of gravity pipes, and large diameter tunneling of new water and sewer conveyance systems.

### EXPERIENCE:

Vice President Business Development <b>SAK Construction, LLC</b>	2008 – Present
Business Development Leader – Water Market <b>Woolpert</b>	2007 – 2008
Global Vice President of Business Development & Marketing Director of Sales Director of Strategic Accounts Technical Sales Representative <b>Insituform Technologies, Inc.</b>	1997 – 2005

**Barbara A. Marler**

**EXPERIENCE**

- 03/10 to Present      **Contract Manager – SAK Construction, LLC, O’Fallon, MO**
- Manage the project contracts after award by ensuring the proper insurance, bonds, and various requirements are met in a timely manner.
  - Perform essential Accounts Receivable functions, including billings, cash receipts, collections and monthly reconciliations.
  - Supervise the subcontractor information from agreement to final payment.
  - Ensure the contract values and change orders are accurate for monthly reviews.
  - Assist the Controller with account reconciliations and audits.
  - Assisted in the implementation of a new financial computer system.
- 08/09 to 02/10      **Job Cost Supervisor – Clayco, St. Louis, MO**
- Directed the accounting practices and policies for the Concrete Strategies division.
  - Assisted in monthly financial reviews of revenue and job cost.
  - Performed project accountant functions including billings, collections, reconciliations and managing subcontractor payments.
  - Assisted in the implementation of a new financial computer system.
  - Managed the change order log and ensured proper processing.
- 04/07 to 08/09      **Assistant Controller – Insituform Technologies, Inc., Chesterfield, MO**
- Directed the accounting practices and policies for six area offices which required occasional travel to train, review, build relationships, etc.
  - Performed month-end financial reviews of revenue recognition and job cost, equipment cost and operational expenses.
  - Prepared regional financial reports for operational review and decision making.
  - Performed job cost analysis and account reconciliations.
  - Assisted with the preparation and review of monthly backlog and forecast.
  - Lead my area to be the best in the country in cash collections and billings.
  - Supervised area administrative staff responsible for the tasks supporting the reporting and analysis of financial and operational data.
  - Drove the cleanup of costs recorded in error through the purchasing system.
  - Ensured that finance policies and procedures were implemented and complied with accordingly.
  - Assisted with the preparation of the yearly budget.
  - Supported the implementation of new financial systems.
- 03/04 to 03/07      **Accounting Manager – Affholder, Inc., a subsidiary of Insituform Technologies, Inc.,  
Chesterfield, MO**



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- Performed essential Accounts Receivable functions, including billings, cash receipts, collections and monthly reconciliations.
- Helped create a monthly Project Status Report which was used by each project manager during the month end financial review process.
- Assisted the Controller with journal entries, cash management, and account reconciliations.
- Implemented the procedures for setting up and maintaining project files.
- Entered and maintained the job cost budgets.
- Responsible for responding to auditor requests.
- Maintained the subcontractor information from creating agreements to final payment.
- Assisted the Purchasing and Accounts Payable departments with interface analysis and account reconciliations.

01/01 to 02/04    **Contracts Administrator – Insituform Technologies USA, Inc.,  
Chesterfield, MO**

- Reviewed contract specifications, set up the job information in financial system and prepared a field file for the crew.
- Implemented the procedures for preparing the paperwork needed to receive final payment.
- Prepared and entered journal entries as needed for month end accruals.
- Maintained the database with daily production and changes as necessary.
- Reviewed subcontractors' invoices and approved for payment.
- Reviewed videotapes of completed work before submitting to the customer. Resolved discrepancies as necessary.
- Relieved inventory through the JDE system after verifying the size and quantity with the original plan.
- Verified that customer submitted pay estimates agreed with Access and JDE.
- Assisted the Project Manager with billings as necessary.

11/94 to 12/00    **Accounts Receivable and Accounts Payable Supervisor and various positions –  
Insituform Technologies, Inc., Chesterfield, MO**

- Prepared customer invoices from information submitted by the field crew for the Central Region and Affholder, Inc.
- Applied cash receipts and resolved discrepancies.
- Made collection calls as necessary to keep the A/R balance at target level.
- Verified monthly A/R reports for accuracy.
- Prepared final paperwork such as lien waivers and minority reports as needed.
- Supervised small A/P department; reviewed and approved A/P checks.
- Reviewed subcontractor's invoices and approved for payment.

**EDUCATION**

Maryville University, Chesterfield, MO – December, 2006  
Bachelor of Science degree in Accounting



# SAK<sup>TM</sup>

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## Christa Cope

### EDUCATION:

- Maryville University, Chesterfield, MO, B.S. in Business Marketing

### EXPERIENCE:

Business Development Coordinator  
**SAK Construction, LLC**

**August 2012 – Present**

Subcontractor Administrator  
Payroll  
Accounts Payable/Accounts Receivable  
Office Administrator  
**SAK Construction, LLC**

**July 2008 – August 2012**

## MARKETING PLAN:

**Business Development Mission:** Continue to increase our presence as the market leader and innovator in trenchless technology with our focus on the categories in the Contract, throughout the United States. Unless a potential member client must specifically utilize competitive bidding for procurement of trenchless services, we will promote this contract as our primary offering to TCPN/National IPA members.

**Business Development Core Beliefs:** Our methods and efforts will assist our clients in utility rehab and replacement in a manner which is safe, cost effective, efficient, and customer friendly with minimal surface disruption.

### KEY OBJECTIVES:

- Educate internally to SAK management and business development teams, and externally to clients and potential clients, the components and benefits of this contract.
- Develop and implement marketing campaign across the United States utilizing the strategies and campaigns detailed below.
- Investigate and establish the viability of utilizing this contract in all states we have targeted in this proposal, and specifically with our existing core client base.
- Conduct educational webinars for membership organizations in the water and wastewater industries which we are actively involved in, explaining the benefits of cooperative purchasing and specifically this contract.
- Increase gross revenues annually from the successful promotion of this contract.
- Build and strengthen relationships for future years of contract.

### GOAL OVERVIEW:

Goal 1: Education – To educate cities, counties, political subdivisions, other government agencies, non-profit entities, public and private schools, colleges and universities, on the trenchless technologies our team provides.

Goal 2: Company/Contract Recognition – To be recognized as the market leader on the trenchless technologies our team provides with focus on the 7 trenchless areas in this contract.

Goal 3: Client Support – To provide support on infrastructure projects in addition to the trenchless services provided; via feasibility studies, design, cost analysis, and specifications review for clients.

Goal 4: Qualified Projects – To have the opportunity to perform work on \$10MM to \$20MM of projects in year one.

Goal 5: Results – Increase gross revenues annually from \$5MM to \$8MM to \$12MM in the initial 3 year term of this contract.

### **SAK MARKETING (BUSINESS DEVELOPMENT) TEAM MEMBERS**

A team of full time personnel will be dedicated to the development and implementation of the contract through outreach promotion to potential clients.

Charlie Kuhnmuench – VP Business Development, SAK Construction: 20 years of business development experience in the trenchless construction industry, including cured-in-place pipe (CIPP), pipe bursting, tunneling, shotcrete, sliplining, and microtunneling. Active member of AWWA, Water Environment Federation (WEF), and various water and wastewater associations across the United States. Responsible for overseeing all marketing, selling and promotional activities to maximize the TCPN/National IPA contract opportunities throughout the United States.

Scott Linke – Marketing Director, based in St. Louis, MO

Anthony Aderhold – Nationwide Strategic Municipal Markets, based in St. Paul, MN

Casey Smith – Pacific Region, based in San Francisco, CA

Steve Johnson – Pacific Region, based in Sacramento, CA

Brian Ackerman – Pacific Region, based in San Antonio, TX

Cary Shaw – Central Region, based in Leawood, KS

Eamonn McGeady – Atlantic Region, based in Baltimore, MD

Clayton Washburn – Southeast Region General Manager, based in Nashville, TN

### **NICHES:**

- Public & Private Water & Wastewater Systems
  - City/County/Town/Village
- Consulting Engineering Firms
  - Civil/Water & Wastewater
- Federal government and military
- Education-related organizations
- Colleges/Universities
- Non-profits

### **MARKETING STRATEGIES AND CAMPAIGNS**

#### **Strategies**

- Social Media – SAK will celebrate with an announcement of the award as soon as notified
- Email Program – Constant Contact Program and direct emails
- Development of TCPN/National IPA homepage on SAK website <http://sakcon.com/tcpn>
- Webinars – Educational webinars with clients and consulting engineers
- Press Releases
- Technical Presentations/Client Meetings
- Industry Publications – Published job site articles, Contract Announcements, Advertisements
- Trade Shows – Booths, Educational sessions, Advertisements
- Utilization of existing SAK/TCPN Contract #R5143 clients for word of mouth referrals (Please see the mock-up examples provided for social media announcement and 2 piece mailers immediately following Marketing Plan)


## Campaigns

- Research/Record contacts for Niches – Already Complete
- Week 1 – Coordinate Vendor Contract Launch meeting with member of the TCPN/National IPA Business Development Team.
- Week 1 (after award) – Send all marketing material bearing the TCPN/National IPA name and logo to ESC4 for approval
- Week 1 – Announce award on social media outlets (Facebook, Twitter, etc.)
- Week 2 – Work with TCPN/National IPA on co-branded press release announcement
- Week 2 – Send Drip 1 email
- Week 2 – Send Drip 1 mail piece
- Week 3 – Follow up calls from Drip 1 email and mail piece
- Week 3 – Send Drip 2 email
- Week 3 – Schedule and run webinars
- Week 4 – Scott Linke and counterpart within TCPN/National IPA begin development of dedicated contract homepage.
- Week 4 – Follow up calls from Drip 2 email
- Week 4 – Schedule and run meetings with clients
- Week 5 through 12 – SAK Business Development Team members will meet with the respective TCPN/National IPA Regional Managers in person if possible, but via Skype or Go-To-Meeting at a minimum, to discuss territory marketing approach and target clients.
- Week 5 through 52 will repeat with emails, mailings, follow up calls, meetings and presentations
- Week 5 through 52 – Any trade shows will be attended with booths, presentations. Press releases and Industry Publications will be utilized.
- Week 13, 26, 39, 52 – Review market opportunities, evaluate results of previous marketing efforts, formulate changes to marketing calendar for upcoming Quarter.

## HISTORY OF PAST PERFORMANCE

The members of the SAK team have successfully bid, marketed, developed and performed work with other contracts in excess of \$1,000,000,000.





SAK Construction

@sakconstruction

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Photos

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Reviews

Notes

Videos

Posts

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CELEBRATING 10 YEARS OF EXCELLENCE



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SAK 10th Anniversary



JERRY SHAW

PRESIDENT / CO-FOUNDER

62

14

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SAK Construction

Published · February 20 at 9:28am ·

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369 likes +1 this week

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SAK Construction's trenchless technology and tunneling solutions renew yesterday's municipal and industrial pipelines for tomorrow's growth.



369 Likes

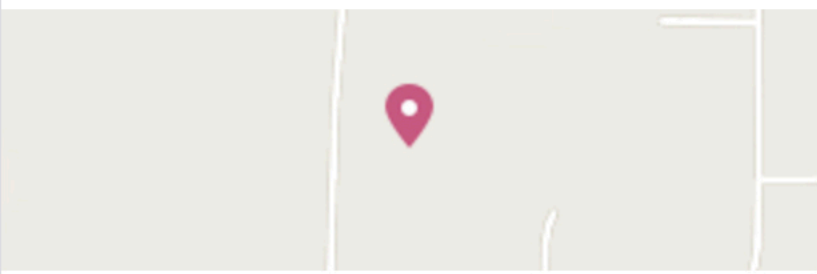
Ben Lawing and 5 other friends like this



110 people have been here

About

See All



864 Hoff Rd

O'Fallon, MO 63366

(636) 385-1000





864 Hoff Road | O'Fallon, MO 63366



Contract **Trenchless Technology Rehabilitation  
and Related Items and Services**

Contract  
Number **R41234**



## Pipeline Infrastructure. Solved.™

**The Cooperative Purchasing Network**  
offers their members the **Best Choice** for  
Pipeline Rehabilitation



## This **Best Value Contract** Provides **Trenchless Solutions** For Your Aging Pipelines

### Solved.

After More Than 40 Years of Pipeline Innovation, Our Commitment Runs Deep. Literally.

SAK solves the challenge of maintaining and restoring aging water, sanitary, and oil and gas pipeline infrastructure for the municipal, energy and industrial markets. With industry leading experience and a commitment to service excellence, SAK is a trusted partner helping customers worldwide renew, protect and expand their pipeline infrastructure.



### Services.

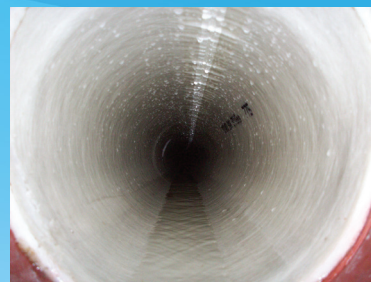
Focused on Finding Solutions to Your Underground Rehabilitation and Construction Needs.

#### LARGE DIAMETER SLIPLINING

Protect and maintain your community's underground assets while protecting your finances with large diameter sliplining solutions from SAK. Ideal for interceptor pipeline in congested areas or difficult-to-dig sites, sliplining saves money and disruption by renewing sewer infrastructure using the existing pipeline. Working from access pits, new pipe is installed into deteriorating host pipe, providing a strong, new pipeline without the need to dig up and replace your entire system.



Before CIPP rehabilitation



After CIPP solution



Spiral Wound (SPR) after rehabilitation

#### CIPP LINING

It takes an expert to know one. And SAK experts works with the world's best manufacturers of CIPP materials. With founders of the CIPP industry on-board, our experience spans over 20 years and 30 countries. Our suppliers of high-quality polyester felt tubes and resins insure that SAK cured-in-place pipe meets ASTM F1216 standards.

#### ALL SERVICES OFFERED:

##### CURED-IN-PLACE (CIPP)

- Reconstruction of Gravity Sewer Pipelines
- Renewal of Potable Water Mains & Pressure Pipes

**PIPE-BURSTING WITH HDPE** For Sewer Lines

#### POLYETHYLENE (PE) PIPE SEWER PIPE SLIP-LINING

#### MANHOLE & STRUCTURE REHABILITATION

#### GRAVITY SEWER CIPP LATERAL RENEWAL SYSTEM

#### SPIN CAST GEOPLOYMER LINING OF LARGE DIAMETER GRAVITY SEWER PIPELINES

#### National Headquarters

Charlie Kuhnmuench  
636.385.1017 | [charliek@sakcon.com](mailto:charliek@sakcon.com)

For more info visit:  
**[sakcon.com/tcpn](http://sakcon.com/tcpn)**

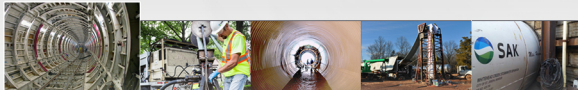
Call Today for the **Pipeline Solutions** You Need



# **PIPELINE INFRASTRUCTURE. SOLVED.**<sup>TM</sup>

*Deteriorating infrastructure. Diminishing resources. We've seen it. And solved it for communities and companies from coast to coast. As one of the nation's most respected and rehired pipeline rehabilitation contractors, SAK brings proven experience and innovation to every project. Trust SAK Construction to ensure the safety and integrity of your critical pipeline infrastructure for generations to come.*

**SAK delivers the most advanced, field-proven products to resolve your most challenging pipe rehabilitation and tunneling needs.**



CIPP | SPR | TUNNELING | SHAFT EXCAVATION | SHOTCRETING | SLIPLINING

**Contact Us Today**

**Charlie Kuhnmuench**  
636.385.1017 | [charliek@sakcon.com](mailto:charliek@sakcon.com)

## Appendix B: Product/Services

SAK Construction will provide **Trenchless Technology Rehabilitation and Related Items and Services** to eligible public agencies with the following solutions to meet their needs:

- a. Cured-In-Place Pipe (CIPP) Reconstruction of Gravity Sewer Pipelines,
- b. Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains & Pressure Pipes,
- c. Pipe-bursting with HDPE for Sewer Lines,  
~~Pipe bursting with Pre-chlorination for Water Main Replacement Procedure,~~
- d. Polyethylene (PE) pipe Sewer Pipe Slip-lining  
~~Pre Chlorination Procedure for Rehabilitation of Existing Water Lines,~~  
~~HDPE Tight Fitting Liner Renewal of Pressure Pipe Lines,~~
- e. Manhole and Structure Rehabilitation,
- f. Gravity Sewer CIPP Lateral Renewal System

### CIPP LINING OF GRAVITY SEWER PIPELINES:

SAK experts manufacture their own state of the art CIPP materials, but also work with other high-quality, experienced manufacturers of CIPP materials when necessary. With pioneers of the CIPP industry on-board, our experience spans over 35 years. Our suppliers of high-quality resins and polyester felt tubes insure that SAK cured-in-place pipe meets ASTM F1216 standards for inversion and curing. Additionally, each of our CIPP liner and resin manufacturers are ISO 9001 certified.

With SAK's unique CIPP system, the company can rehabilitate gravity sewer pipes ranging from 6 inches to 96 inches in diameter. The CIPP liner consists of a resin-saturated felt tube with an impermeable polymeric coating on the outside. Working above ground from one manhole to the next, SAK inserts the CIPP liner into the entrance of an existing pipeline then utilizes either air or water pressure to turn it inside out. Inverting the tube positions the resin on the outside. Once the liner is in place for the entire length of the host pipe, we circulate hot water or steam through the tube to cure the resin, sealing the felt liner tightly to the inside of the host pipe. Now turned outside-in, the liner's polymeric coating forms a smooth inner surface of the strong, and long-lasting pipe-within-a-pipe.

### **CIPP LINING OF PRESSURIZED PIPELINES:**

As an exclusive licensed installer of NORDIPIPE™ for drinking water mains, and NORDIFORCE™ for sewer force mains, SAK renews pressurized pipelines from 6 inches to 48 inches in diameter. In addition, SAK's "no-dig" CIPP approach means that most damaged sewer force main and water pipes can be rehabilitated quickly and cost-effectively, with minimal disruption or inconvenience to the surrounding community and environment.

### **PIPE BURSTING WITH POLYETHYLENE PIPE (PE) OF SEWER PIPELINES:**

Pipe bursting allow for replacement of deteriorated or undersized pipelines. The process consists of insertion of a new pipe of equal or larger diameter into the existing pipeline. The host pipe is fractured by the bursting head and then pushed into the surrounding soil by the expander, which is 15% larger than the outside diameter (O.D.) of the new pipe. The new PE pipe is then pulled through the annular space created by the expander. Pipe bursting is suitable for the replacement of existing pipe materials such as clay, concrete, cast iron, AC, PVC, and ductile iron.

### **SLIP LINING WITH POLYETHYLENE PIPE (PE) OF SEWER PIPELINES:**

Slip lining is one of the oldest "semi-trenchless" processes, requiring only minimal excavation of access pits for the insertion locations at the ends of the host pipe to be renewed. After sections of PE pipe are butt-fused together to form a continuous pipe, with an outside diameter (O.D.) a minimum of 10% smaller than the inside diameter (I.D.) of the host pipe, the PE pipe is pulled through the host pipeline from the insertion pit to the other end of the pipe section to be renewed. The remaining annular space between the PE pipe and the host pipe is then pumped full with grout to stabilize and lock the new PE pipe in place.

### **MANHOLE AND STRUCTURE REHABILITATION:**

Manholes and wastewater handling structures suffer from a variety of problems, from minor leaks to major failures. As a result, an assortment of methods are required to properly renew them. The most cost effective solutions are those that are tailored to overcome each particular problem. Manholes and structures are typically renewed by first completing minor to very complex preparation of the existing surface which remains. From mitigating the infiltration of ground water by plugging or grouting, to an extensive patching or rebuilding of the existing surface, proper preparation is required before we apply our manhole and structure rehabilitation lining systems. We offer a broad assortment of linings including basic cementitious, a calcium aluminate cementitious, epoxy, polyuria, and high end geopolymer systems. These various linings can also be applied in composite form to offer higher levels of protection for these key assets in infrastructure piping and treatment systems.



### **CIPP SERVICE LATERAL RENEWAL:**

As many municipal agencies attempt to mitigate inflow and infiltration (I&I) into their infrastructure system, more and more agencies are looking to not only renew their main pipelines and manholes, but also the service lateral connections coming from residences and businesses. SAK offers municipal agencies the ability to not only renew their main sewer lines, but to also renew and seal the service lateral connection at the main line, and to renew footage of the service lateral as it runs away from the main line. This trenchless method of renewing these difficult to access connections of the service lateral to the main, is just another means of minimizing surface disruption in rebuilding infrastructure systems.





## **SAFETY RECORD**

Respondents must demonstrate their safety record and safety procedures, including procedures that cover a member agency's employees and member of the public.

Please see the attached EMR Letter provided by SAK's Bonding Agent and SAK's Safety Record Form for information regarding safety record. As for SAK's safety procedures, please see the attached Table of Contents and SAK's Commitment to Safety from SAK's safety plan.





**Insurance, Benefits  
& Risk Management**

Suite 200  
825 Maryville Centre Drive  
Chesterfield, MO 63017

314-594-2700

[www.jwterrill.com](http://www.jwterrill.com)

July 28, 2016

Attn: Harry Miller  
SAK Construction, LLC  
864 Hoff Rd  
O'Fallon, MO 63366

RE: SAK Construction, LLC  
Workers Compensation Experience Modification

Dear Harry,

Your Experience Rating Modification factor for the past three years is as follows:

Effective 8-2-2016	.61
Effective 8-2-2015	.65
Effective 8-2-2014	.70

Should you require any additional information, please do not hesitate to contact me.

Sincerely,



Diane Stiehl, CISR  
Senior Account Manager

# SAK Construction Safety Record Form

SAK Construction  
864 Hoff Road  
O'Fallon, MO 63366  
Telephone: 636-385-1000  
Fax: 636-385-1100



**SAK**<sup>TM</sup>

*Pipeline Infrastructure. Solved.<sup>TM</sup>*

Prepared by/title: Harry Miller, Safety Director

Date prepared: 8/31/2015

## Experience Modification Rates (EMR)

<u>Year</u>	<u>Experience Modification Rate (EMR)</u>
2010-2011	0.97
2011-2012	0.80
2012-2013	0.76
2013-2014	0.77
2014-2015	0.70
2015-2016	0.65
2016-2017	0.61

## OSHA Incidence Rates

<u>Year</u>	<u>Total Recordable Incidents</u>	<u>Total Hours Worked</u>	<u>OSHA Incidence Rate(RIR)</u>
2009	5	191456.26	5.2
2010	7	343552.61	4.1
2011	16	520464.03	6.1
2012	10	559513.91	3.6
2013	12	612328.92	3.9
2014	11	680335.32	3.2
2015	13	749758	3.5
2016	10	899379	2.2

## DART- Days Away, and Restricted or Transferred

<u>Year</u>	<u>DART Cases</u>	<u>Total Hours Worked</u>	<u>DART Incidence Rate</u>
2009	2	191456.26	2.1
2010	5	343552.61	2.9
2011	13	520464.03	5.0
2012	6	559513.91	2.1
2013	7	612328.92	2.7
2014	6	680335.32	1.8
2015	3	749758	1.7
2016	0	899379	0

## Lost Workday Cases

<u>Year</u>	<u>LWD Cases</u>	<u>Total Hours Worked</u>	<u>LWD Incident Rate</u>
2009	0	191456.26	0.00
2010	1	343552.61	0.58
2011	7	520464.03	2.69
2012	1	559513.91	0.36
2013	4	612328.92	1.31
2014	2	680335.32	0.59
2015	2	749758	0.58
2016	3	899379	0.67

# **SAFETY AND ACCIDENT PREVENTION PLAN**

Jerry Shaw  
President

## **SAFETY AND ACCIDENT PREVENTION PLAN TABLE OF CONTENTS**

Health & Safety Commitment

Tunnels, Shafts and Blasting Procedures

Respiratory Protection Program

Inspections

Lockout/Tagout – Energy Control Program

Accident Reporting and Investigation Plan

Confined Space Entry Program

Ventilation Compliance Program

Electrical Safety Plan

Hot Work Permit Program

Fire Protection and Prevention

Hazard Communications Program (HAZCOM)

Fall Protection Plan

Personal Protective Equipment (PPE) Program

Trench & Excavation Program

Appendixes

1. Safety Enforcement Procedures
2. Safety Recognition Program
3. Code of Safe Practices
4. Cell Phone Policy
5. Drug Free Workplace and Substance Abuse Policy
6. DOT Substance Abuse and Alcohol Misuse
7. Tunnel Evacuation Procedures
8. Accident Reporting Procedures
9. Backing Techniques
10. Hazardous Materials Emergency Action Plan

## HEALTH & SAFETY COMMITMENT

---

*SAK Construction, LLC is committed to providing a safe and healthy workplace for all of our employees.*

*SAK Construction, LLC will strive to comply with all relevant government regulations regarding personal health and safety. We will encourage good safety habits in every aspect of our Company's activities by maintaining an effective accident prevention program. This program will provide training and control exposure to hazardous situations both on the jobsite and at home. In every activity of our business, we expect a commitment to safety and active participation of every employee in our comprehensive safety effort.*

*In all of our activities, the health and safety of our people is not to be compromised or placed at risk for any reason.*

**Jerry P. Shaw**  
**President**



# Pipeline Infrastructure. Solved.<sup>TM</sup>



 Municipal Pipeline Rehabilitation

[www.sakcon.com](http://www.sakcon.com)

# Solved.

## After More Than 40 Years of Pipeline Innovation, Our Commitment Runs Deep. Literally.

### WHO WE ARE

Bob Affholder, who in 1968 started the tunnel and boring company, Affholder, Inc., brings his passion and values to drive SAK's culture. Bob had the foresight to purchase the first mid-American license of the Insituform process in the 1970s. With his partner, Jerry Kalishman, Bob took the company public in 1987 as Insituform Mid-America. The company rapidly expanded acquiring additional territories to become the largest Insituform licensee in North America.

Insituform Mid-America later merged with Insituform Technologies (now Aegion) where Bob served for 10 years as Vice-Chairman and on the Board of Directors.

Jerry Shaw joined the Affholder, Inc. team in 1979 and helped grow the company into a nationally known tunneling contractor. His commitment to operational excellence and focus on putting the customer first is evident throughout SAK.

Tom Kalishman literally grew up in the trenchless industry and joined Insituform in 1991. Tom's strategic vision inspires SAK to deliver world-class solutions to pipeline infrastructure issues.

### WHY TRENCHLESS

Today's manufacturers are running leaner than ever, leaving no time for interruption and no margin for error. Broken pipes, flooding, restricted flow — the risks of contamination or property damage caused by aging or inadequate water, sanitary or stormwater pipelines are great.

Businesses depend on water now more than ever and repair work must revolve around production schedules. When problems arise, they can't afford the loss in time, money and productivity that come with traditional dig-and-replace pipe rehabilitation methods.

Beyond the cost, disruption and risk it presents to people and property, excavation often results in peripheral issues causing project setbacks and extra expense. Site surveys and evaluations can delay work. And stopped water or sewer service can put a stop to your production line.

At SAK we "Focus on Safety", our comprehensive internal safety program ensures all of our crew members are aware of their surroundings, trained appropriately, and are using the proper personal protective equipment. Trenchless technology eliminates some of the concerns with typical dig and replace include trench embankments, digging around buried utilities and in most cases confined space entry.

SAK's solutions allow companies to renew their legacy pipeline infrastructure rather than replace it, saving money, time, and hassle compared to open cut methods. Often with no need to dig, installation goes faster with minimal, if any, interruption to business operations. And your pipelines and assembly lines are back in service making you money instead of costing you money.



**JERRY SHAW**

Jerry Shaw joined the Affholder, Inc. team in 1979 and since has helped grow the company into a nationally known tunneling contractor.



**BOB AFFHOLDER**

Bob Affholder, who in 1968 started the tunnel and boring company, Affholder, Inc., brings his passion and values to drive SAK's culture.



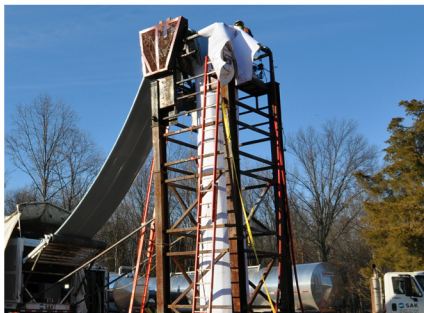
**TOM KALISHMAN**

Tom Kalishman literally grew up in the industry and joined Insituform in 1991 after a successful career in consulting.



# Services

Focused on Finding Solutions to Your Underground Rehabilitation and Construction Needs.



## CIPP LINING

It takes an expert to know one. And SAK experts work with the world's best manufacturers of CIPP materials when necessary, but also manufacture their own state of the art CIPP materials. With founders of the CIPP industry on-board, our experience spans over 20 years and 30 countries. Our suppliers of high-quality polyester felt tubes and resins insure that SAK cured-in-place pipe meets ASTM F1216 standards for inversion and curing. And all our CIPP liner and resin manufacturers are ISO 9001 certified.

*"The people at SAK  
are veterans in  
both the CIPP and  
tunneling industries"*

KRIS BATES  
Project Manager

The CIPP liner consists of a resin-saturated felt tube with an impermeable

40+  
YEARS

*of pipeline innovation*

NATIONALLY  
KNOWN

*tunneling contractor*

layer of polyurethane coating the outside. Working above ground from one manhole to the next, SAK inserts CIPP into the entrance of an existing pipeline then uses water pressure to turn it inside out. Inverting the tube positions the resin on the outside. We circulate hot water or steam through the tube to cure the resin, sealing the felt liner tightly to the inside of the host pipe. Now turned outside-in, the liner's

polyurethane coating forms a smooth, strong, and long-lasting pipe-within-a-pipe.

Installation is trenchless, allowing companies to avoid the high cost, hassle, and risk of open-trench construction in populated areas. Designed for pipes from 6 to 96 inches in diameter, CIPP is a smart solution for your industrial pipeline rehabilitation needs.



## SPIRAL WOUND (SPR)

SAK experts are always searching for new technologies to solve the most challenging rehabilitation situations. Spiral Wound PVC (SPR), a patented technology from Sekisui of Japan, is an environmentally friendly process for the rehabilitation both of small and large diameter pipelines, often those with odd shapes, difficult access, and live flow conditions.





Large Diameter Tunneling



Shaft Excavation

## LARGE DIAMETER TUNNELING

Starting in the 1960s, SAK's tunneling team literally built the modern tunneling industry from the ground up. Led by industry veterans Bob Affholder and Jerry Shaw, SAK ranks among the most experienced and best-equipped tunneling contractors in the United States. And we're proud to serve customers in the municipal and energy

providing a range of solutions for water, sanitary and stormwater pipeline.

## SHAFT EXCAVATION

A full range of services from a full service provider. SAK is an expert in the excavation and construction of shafts in a range of ground conditions. In soft ground, we often employ conventional excavation methods with the installation of shaft supports such as liner plates or rib and lagging. In wet or soft ground, we can install sheet piling and sink caissons to build a watertight retaining structure. In rock, we use either mechanical excavation or drilling and blasting to install shaft supports such as rock

bolts and shotcrete. Regardless of ground condition, a licensed engineer designs every shaft support system SAK installs.

## SHOTCRETING

One of the most versatile tools in SAK's arsenal of underground construction solutions, shotcreting plays a vital role in a variety of projects: tunnel construction and pipe installation; sewer rehabilitation and repair; soil stabilization; and temporary or permanent excavation support.



*"At SAK, I'm solving real problems for communities like my own."*

MATT HIRTZ  
Superintendent



# Markets

Proven in Hundreds of Communities Nationwide,  
Through Millions of Feet of Installations.

## MUNICIPAL

Aging infrastructure, explosive growth, shrinking tax bases—America's cities face daunting challenges as they struggle to meet their current and future water and sanitation needs. With infiltration, limited capacity, and growing demand stressing our deteriorating pipelines, the Environmental Protection Agency estimates \$355 billion in improvements are required by 2030. SAK has the technology and the know-how to protect, repair, and increase pipeline capacity without excavation. Preserve health and safety of your community with trusted water, sanitation and stormwater solutions.

## ENERGY

Where profitability is king, productivity is the key. For America's gas, oil and mining industries, pipeline infrastructure is crucial to the efficient and safe transportation of the resources that fuel your business.

But the growing demand for energy puts greater pressure on the industry's aging pipelines. And the often corrosive or abrasive nature of resources used in today's gas, oil and mining industries leave pipes even more vulnerable to blocks, leaks, and breaks. New challenges demand new solutions. And SAK delivers.

## INDUSTRIAL

Today's manufacturers are running leaner than ever, leaving no time for interruption and no margin for error.

Broken pipes, flooding, restricted flow — the risks of contamination or property damage caused by aging or inadequate water, sanitary or stormwater pipelines are great. Businesses depend on water now more than ever and repair work must revolve around production schedules. When problems arise, they can't afford the loss in time, money and productivity of dig-and-replace pipe rehabilitation methods.



### Municipal



### Energy



### Industrial

✓		✓	CIPP LINING
✓			SHAFT EXCAVATION
✓	✓		LARGE DIAMETER TUNNELING
✓			SHOTCRETING
✓		✓	SPIRAL WOUND PVC (SPR)

# Commitment

Safety, Service and Execution are key to SAK's success.



## FOCUS ON SAFETY

At SAK, safety is our top priority. From our top management members to our on-site crews, everyone at SAK recognizes that maintaining safety is critical to your pipeline or tunneling project's overall success-and satisfaction.

SAK believes that all employees and the client(s) benefit from a safe and healthful work environment.

SAK is committed to maintaining an injury and illness free work place and to comply with all applicable laws and regulations governing work place safety.

To achieve this goal, SAK has adopted this Injury and Illness Prevention Program (IIPP). This Program requires that all managers, supervisors, and employees work together to identify and eliminate conditions and practices that detract from a safe and healthy work environment.

## SAK DIFFERENCE

When building a successful construction company, it's who's under the hard hat that really counts.

SAK has created a uniquely inviting and successful culture based on four core principles:

### *Trust.*

Our leaders didn't just build a business, they created an industry. And today, SAK offers hands-on expertise in all facets of pipeline rehabilitation and tunneling.

### *Innovation.*

By partnering with global leaders in pipeline manufacturing and design, SAK brings the latest technology to your pipeline problems. Fast, affordable, environmentally friendly and minimally disruptive,

### *Commitment.*

SAK answers to you. We make solving your problem our problem and work with you to get the job done right, on time and on budget.

### *Care.*

Without the pressure of corporate bureaucracy or public shareholders, SAK can focus all our attention on you, the customer. We understand that the people and place you serve is often the place you call home.



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# Pipeline Infrastructure. Solved.<sup>TM</sup>



Industrial Pipeline Rehabilitation

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# Solved.

After More Than 40 Years of Pipeline Innovation,  
Our Commitment Runs Deep. Literally.

## WHO WE ARE

Bob Affholder, who in 1968 started the tunnel and boring company, Affholder, Inc., brings his passion and values to drive SAK's culture. Bob had the foresight to purchase the first mid-American license of the Insituform process in the 1970s. With his partner, Jerry Kalishman, Bob took the company public in 1987 as Insituform Mid-America. The company rapidly expanded acquiring additional territories to become the largest Insituform licensee in North America.

Insituform Mid-America later merged with Insituform Technologies (now Aegion) where Bob served for 10 years as Vice-Chairman and on the Board of Directors.

Jerry Shaw joined the Affholder, Inc. team in 1979 and helped grow the company into a nationally known tunneling contractor. His commitment to operational excellence and focus on putting the customer first is evident throughout SAK. Jerry led the day-to-day tunneling operations for Affholder, Inc. growing the company from \$25 million to \$125 million in revenue.

Tom Kalishman literally grew up in the trenchless industry and joined Insituform in 1991. Tom's strategic vision inspires SAK to deliver world-class solutions to pipeline infrastructure issues.

## WHY TRENCHLESS

Today's manufacturers are running leaner than ever, leaving no time for interruption and no margin for error. Broken pipes, flooding, restricted flow — the risks of contamination or property damage caused by aging or inadequate water, sanitary or stormwater pipelines are great.

Businesses depend on water now more than ever and repair work must revolve around production schedules. When problems arise, they can't afford the loss in time, money and productivity that come with traditional dig-and-replace pipe rehabilitation methods.

Beyond the cost, disruption and risk it presents to people and property, excavation often results in peripheral issues causing project setbacks and extra expense. Site surveys and evaluations can delay work. And stopped water or sewer service can put a stop to your production line.

At SAK we "Focus on Safety", our comprehensive internal safety program ensures all of our crew members are aware of their surroundings, trained appropriately, and are using the proper personal protective equipment. Trenchless technology eliminates some of the concerns with typical dig and replace include trench embankments, digging around buried utilities and in most cases confined space entry.

SAK's solutions allow companies to renew their legacy pipeline infrastructure rather than replace it, saving money, time, and hassle compared to open cut methods. Often with no need to dig, installation goes faster with minimal, if any, interruption to business operations. And your pipelines and assembly lines are back in service making you money instead of costing you money.



**JERRY SHAW**

Jerry Shaw joined the Affholder, Inc. team in 1979 and since has helped grow the company into a nationally known tunneling contractor.



**BOB AFFHOLDER**

Bob Affholder, who in 1968 started the tunnel and boring company, Affholder, Inc., brings his passion and values to drive SAK's culture.



**TOM KALISHMAN**

Tom Kalishman literally grew up in the trenchless industry and joined Insituform in 1991 after a successful career in consulting.



# SAK Services

Proven in Hundreds of Communities & Industrial Facilities  
Nationwide, Through Millions of Feet of Installations.

## GRAVITY PIPE SOLUTIONS

### CIPP LINING



It takes an expert to know one. And SAK experts work with the world's best manufacturers of CIPP materials when necessary, but also manufacture their own state of the art CIPP materials. With founders of the CIPP industry on-board, our experience spans over 20 years and 30 countries. Our suppliers of high-quality polyester felt tubes and resins insure that SAK cured-in-place pipe meets ASTM F1216 standards for inversion and curing. And all our CIPP liner and resin manufacturers are ISO 9001 certified.

The CIPP liner consists of a resin-saturated felt tube with an impermeable layer of polyurethane coating the outside. Working above ground from one manhole to the next, SAK inserts CIPP into the entrance of an existing pipeline then uses water pressure to turn it inside out. Inverting the tube positions the resin on the outside. We circulate hot water or steam through

# 40+

# YEARS

*of pipeline innovation*

## NATIONALLY KNOWN

*tunneling contractor*



the tube to cure the resin, sealing the felt liner tightly to the inside of the host pipe. Now turned outside-in, the liner's polyurethane coating forms a smooth, strong, and long-lasting pipe-within-a-pipe.

Installation is trenchless, allowing companies to avoid the high cost, hassle, and risk of open-trench construction in populated areas. Designed for pipes from 6 to 96 inches in diameter, CIPP is a smart solution for your industrial pipeline rehabilitation needs.



### SPIRAL WOUND (SPR)

SAK experts are always searching for new technologies to solve the most challenging rehabilitation situations. Spiral Wound PVC (SPR), a patented technology from Sekisui of Japan, is an environmentally friendly process for the rehabilitation both of small and large diameter pipelines, often those with odd shapes, difficult access, and live flow conditions.

# SAK Services

Focused on Finding Solutions to Your Underground Rehabilitation and Construction Needs.

## PRESSURE PIPE SOLUTIONS



### NON-POTABLE FORCE MAIN REHABILITATION:

Our sewer systems are critical to safeguarding community health and natural resources. While gravity pipes are used in most sanitary pipeline, pressurized force mains often are used to transport wastewater efficiently to treatment plants. With the added protection against pipe deterioration, SAK's CIPP Pressure-Pipe Lining is a smart solution for renewing sanitary force mains, to protect them from pipe deterioration and failure.

### Stand-alone structural liner for force mains

For the increasing demands of structural solutions for force main rehabilitation SAK utilizes NORDIFORCE™ technology -the newest innovation from Sekisui of Japan. This innovative cured-in-place pipe technology has been specifically engineered for pressure pipeline applications.

NORDIFORCE™ is a high quality, glass-fiber reinforced cured-in-place pipe liner which is impregnated with a specially designed thermosetting resin and inverted into the deteriorated pipe with water or air and cured to a superior liner of high stiffness and quality.

### Long term solution to aging deteriorating pipelines

NORDIFORCE™ is tailor-made to meet specific project requirements. While providing improved flow characteristics it is also an added corrosion barrier for the pipe. Capable of negotiating bends while supporting high pressure applications, NORDIFORCE™ is designed to meet or exceed ASTM F1216 standards for either a partially or a fully structural stand-alone pipe within the existing host pipe. Trenchless rehabilitation methods reduce construction time

and footprint providing a lower cost alternative to conventional pipeline replacement. NORDIFORCE™ will provide a long term solution to aging deteriorating pipelines.

### The benefits of NORDIFORCE™

- Glass-fiber reinforced CIPP lining
- Trenchless alternative to pipe replacement
- Fully structural, stand-alone design
- Meets or exceeds ASTM F1216 standards
- Negotiates bends up to 45 degrees
- Improves flow characteristics
- Provides added corrosion barrier
- Pressure ratings capabilities up to 200 psi
- Manufactured in lengths over 1,000 feet
- Diameter range from 6 to 48 inches
- Certified Licensed Installers

### NORDIFORCE™ PERFORMANCE DATA

Market	Sewer Force Main / Industrial Pressure Main
Diameter	6 in - 48 in / 150 mm - 1200 mm
Thickness	5,5 mm - 20 mm
Coating	PE coating
Loading	Pressure (Internal & External); Partial/Fully Structural
Inversion / Curing	Inversion Drum (steam) / Inversion Tower (water)
Typical Installation Length	150 ft - 1,000 ft (diameter dependent)
Applicable Resins	High Elongation Vinyl Ester Resins
Bends	Up to 45°

# SAK Services

## POTABLE FORCE MAIN REHABILITATION:

The American Society of Civil Engineers estimates that 6 billion gallons of fresh-treated drinking water are lost every day due to old, leaky pipes and water mains. That's the kind of waste our cities and our environment can't afford. SAK's CIPP Pressure-Pipe Lining, which is NSF-approved to ANSI 61, is a safe, sturdy and dependable solution for all types of potable water lines as well as water mains.

### Fully structural Cured in place pipe liner

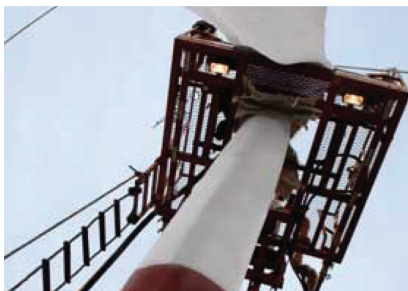
SAK is always in search of the best technology and NORDIPIPE™ from SEKISUI fits the bill. A high quality, glass-fiber-reinforced pipe liner which has been tailor-made to meet specific requirements. The glass-fiber reinforcement gives its pipe liner static, self-supporting properties and allows it to withstand high internal and external pressure. This means that it can bear loads statically even without the old pipe, i.e. it can be called a "stand alone pipe". This in turn means that rehabilitation can be performed efficiently and quickly. NORDIPIPE™ is specially assembled for the specific application in question. An individual pipe can be up to 800 feet in length.

### The pipe liner for extreme loads

Unlike conventional liners, NORDIPIPE™ can withstand loads of any kind very well. NORDIPIPE™

combines individual components such as glass-fiber, needled felt, epoxy resin and PE-coatings. It can be used to rehabilitate pressure pipes (potable water).

Quality assurance is of paramount importance in ensuring that the pipe liners really do keep their promises. With this in mind, independent test laboratories are called to perform DIN



EN 761, DIN 53759 and ASTM D638, D790 tests on NORDIPIPE™ in order to prove the high quality of the liners. This guarantees a minimum service life of 50 years for a fact which cannot fail to impress.

NORDIPIPE™ has been granted potable water approval in accordance with AS/N ZS 4020, BS6920, NSF 61, BNQ, and applications for further approvals in accordance with KTW, W270 and XP P41- 250 have been made.

### The benefits of NORDIPIPE™

- NSF 61 and BNQ Approved for potable water systems
- Designed as an AWWA Class IV fully structural, stand alone pipe
- CIP glass fiber reinforced lining alternative to pipe replacement
- Can resist internal pressure up to 200 psi
- Manufactured in lengths of up to 1,00



### NORDIPIPE™ PERFORMANCE DATA

Application	Water Main / Industrial Pressure Main
Diameter	6 in – 48 in / 150 mm – 1200 mm
Thickness	5.5 mm - 20 mm
Coating	PE Coating
Loading	Pressure (Internal & External); Fully Structural
Inversion / Curing	Inversion Drum (steam) / Inversion Tower (water)
Typical Installation Length	Up to 1,000 ft / 305 m (depending on diameter and thickness)
Applicable Resins	Potable Water Approved Epoxy Resin
Approvals	NSF/ANSI 61, BNQ 3660-950
Bends	Up to 45°



# Commitment

Safety, Service and Execution are key to SAK's success.

## FEATURED CASE STUDY

### **RAINBOW MUNICIPAL WATER DISTRICT – SAN DIEGO, CA**



#### *Situation*

To ensure the continued supply of safe drinking water for a community near San Diego, CA, a 30-year-old outfall vent pipe needed rehabilitation—fast.

#### *Challenge*

While completing installation of a new lining in a critical concrete and asphaltic lined raw water reservoir, Rainbow Water District Engineers realized that the vent for the outfall pipe also needed rehabilitation. With the water main located beneath a 45-degree concrete slope, installation of the cured-in-place pipe liner would be difficult. And because the reservoir contained drinking water, an NSF-approved solution was required.

#### *Solved*

Because the pipe was expected to perform for decades with no further maintenance, SAK recommended a proven, fully structural Class IV lining

solution with the installation of new valve works. SAK employed trenchless technology to complete the project in just one day.

## FOCUS ON SAFETY

SAK believes that all employees and the client(s) benefit from a safe and healthful work environment. SAK is committed to maintaining an injury and illness free work place and to comply with all applicable laws and regulations governing work place safety. To achieve this goal, SAK has adopted this Injury and Illness Prevention Program (IIPP). This Program requires that all managers, supervisors, and employees work together to identify and eliminate conditions and practices that detract from a safe and healthy work environment.

## SAK DIFFERENCE



#### *Trust.*

Our leaders didn't just build a business, they created an industry. And today, SAK offers hands-on expertise in all facets of pipeline rehabilitation and tunneling.

#### *Innovation.*

By partnering with global leaders in pipeline manufacturing and design, SAK brings the latest technology to your pipeline problems. Fast, affordable, environmentally friendly and minimally disruptive,

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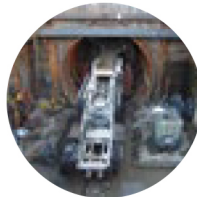
## CONTACT US

To discuss your industrial pipeline rehabilitation needs, obtain a quote, or just to evaluate different product solutions, please contact SAK's Industrial Market expert, Anthony Aderhold, PE at **651.263.0498** or **aaderhold@sakcon.com**.





# Pipeline Infrastructure. Solved.<sup>TM</sup>



[www.sakcon.com](http://www.sakcon.com)

# Tunneling

It's Where SAK Began.

And Another Service We Continue to Lead.



## LARGE DIAMETER TUNNELING

Starting in the 1960s, SAK's tunneling team literally built the modern tunneling industry from the ground up. Led by industry veterans Bob Affholder and Jerry Shaw, SAK ranks among the most experienced and best-equipped tunneling contractors in the United States. And we're proud to serve customers in the municipal, energy, and industrial sectors, providing a range of solutions for water, sanitary and stormwater pipeline.

### *Deep Experience. Broad Resources*

SAK is ready for your most challenging underground projects. Having managed many multi-million dollar complex projects, SAK's tunneling teams bring years of hands-on experience and a broad range of technologies to solve every challenge. Our large-diameter tunnel expertise makes SAK the right choice for a range of sewer line, water line or storm drain installations as well as projects outside the scope of auger-boring or conventional open-trench construction. And we'll work with

# 40+

# YEARS

*of pipeline innovation*

# NATIONALLY KNOWN

*tunneling contractor*

you literally every foot of the way to minimize the impact to your business, your community, and your crews.

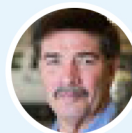
### **Soft-Ground Tunneling:**

Made up of various mixtures of clay, silt or sand, soft-ground ranges in consistency from "firm" to "running." In these conditions, SAK can implement a variety of solutions including hand mining or earth pressure balance machines. Soft-ground methods are suitable for tunneling for sanitary and storm sewers and highway, mass transit, utility, and pedestrian tunnels.

### **Soft-Rock and Hard-Rock Tunneling:**

Soft rock comes in many forms,

including varieties of mudstone, siltstone, sandstone and shale while common types of hard rock include granite and limestone. When faced with hard or soft rock, SAK employs drill-and-blast and open main beam methods, plus single shield and double shield tunnel-boring machines. Applications include construction of sanitary and storm sewers, and water, highway, mass transit, utility and pedestrian tunnels.



**JERRY SHAW**

Jerry Shaw joined the Affholder, Inc. team in 1979 and since has helped grow the company into a nationally known tunneling contractor.



**BOB AFFHOLDER**

Bob Affholder, who in 1968 started the tunnel and boring company, Affholder, Inc., brings his passion and values to drive SAK's culture.



**TOM KALISHMAN**

Tom Kalishman literally grew up in the trenchless industry and joined Insituform in 1991 after a successful career in consulting.







Large Diameter Tunneling



Shaft Excavation

### Hand-Mined Tunneling:

Using liner plate, rib-and-board and timber sets to support the soil or rock, SAK has successfully completed hand-mined tunnels of various shapes and sizes through a range of soil types. Common applications for hand mining include starter tunnels, tail tunnels, utility tunnels, road crossing tunnels, and connecting tunnels for structures.

### SHAFT EXCAVATION

A full range of services from a full service provider. SAK is an expert in the excavation and construction of shafts in a range of ground conditions. In soft ground, we often employ conventional excavation methods with the installation of shaft supports such as liner plates or rib and lagging. In wet or soft ground, we can install sheet piling and sink caissons to build a watertight retaining structure. In rock, we use either mechanical excavation or drilling and blasting to install shaft supports such as rock

bolts and shotcrete. Regardless of ground condition, a licensed engineer designs every shaft support system SAK installs.

*"The people at SAK are veterans in both the CIPP and tunneling industries"*

KRIS BATES  
Project Manager

### SHOTCRETING

One of the most versatile tools in SAK's arsenal of underground construction solutions, shotcreting plays a vital role in a variety of projects: tunnel construction and pipe installation; sewer rehabilitation and repair; soil stabilization; and

temporary or permanent excavation support.

One of the leading applications for shotcreting is the repair of aging culverts. Built to allow storm water to flow under major transportation infrastructure, culverts are crucial to environmental and public health and safety. More than 5 million are currently in use throughout the United States. Many culverts are deteriorating rapidly from rust or deterioration, leaving communities vulnerable to the dangers of breaks and collapse.

Using high-pressure air hoses, SAK sprays a specialized wet or dry concrete solution at the surface being built or repaired. The shotcrete adheres to the surface and cures, forming a structurally renewed culvert. This not only renews the structure, it stabilizes the surrounding soil with minimal reduction of flow volume and downtime.

# Commitment

Safety, Service and Execution are key to SAK's success.



## FOCUS ON SAFETY

At SAK, safety is our top priority. From our top management members to our on-site crews, everyone at SAK recognizes that maintaining safety is critical to your pipeline or tunneling project's overall success-and satisfaction.

SAK believes that all employees and the client(s) benefit from a safe and healthful work environment.

SAK is committed to maintaining an injury and illness free work place and to comply with all applicable laws and regulations governing work place safety.

To achieve this goal, SAK has adopted this Injury and Illness Prevention Program (IIPP). This Program requires that all managers, supervisors, and employees work together to identify and eliminate conditions and practices that detract from a safe and healthy work environment.

## SAK DIFFERENCE

When building a successful construction company, it's who's under the hard hat that really counts.

SAK has created a uniquely inviting and successful culture based on four core principles:

### *Trust.*

Our leaders didn't just build a business, they created an industry. And today, SAK offers hands-on expertise in all facets of pipeline rehabilitation and tunneling.

### *Innovation.*

By partnering with global leaders in pipeline manufacturing and design, SAK brings the latest technology to your pipeline problems. Fast, affordable, environmentally friendly and minimally disruptive,

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## CIPP in Henderson, Ky.

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BY ADMIN ON NOVEMBER 22, 2011

NEWS

Historic Henderson, Ky., — a scenic Ohio River city that was once home and artistic inspiration to famed naturalist John James Audubon — is making a name for itself today in a new, less apparent way.

One problem this city of 29,000 has faced in recent years is water pollution, resulting partly from Henderson's dependence on an aged, badly deteriorating combined sewer system that was constructed in segments beginning in the late 19th century and continuing through the 1960s.



Combined sewer systems — called so because they transport rainwater, domestic sewage and industrial wastewater all in the same pipeline leading to treatment plants — can be a source of many community headaches. In Henderson, what sometimes happened was this: During periods of heavy rainfall or heavy soil saturation, the flow periodically exceeded the system's capacity. The sewers would then overflow, carrying a blend of domestic waste and rainwater into creeks and rivers, having a negative impact on aquatic life and water quality.

As water quality studies demonstrate, this thorny issue is in no way unique to Henderson. In fact, in the mid-1990s, the EPA identified nearly 800 cities in the United States that were using combined sewer systems (CSOs). What sets Henderson apart is its remarkable determination to find an up-to-date, affordable solution for the long term, a solution that would minimize disruption above ground and, most importantly, provide cleaner, safer water to the community.

Henderson's city leaders knew that achieving these goals would require extensive planning and research, a process they kicked off in 1994, shortly after the EPA issued remediation guidelines.

From the beginning, the city has led the way. According to Tom Williams, director of engineering for Henderson Water Utility, Henderson was one of the first small cities in Kentucky to complete a submission for a long-term control plan; an overall budget of \$39 million was established at that time. In addition, beginning in 1995, Henderson went to work to separate sewer lines, a process that required installation of new pipeline, as well as renovation of existing lines.

Henderson has made significant progress in the intervening years and now has separated approximately 60 percent of the system, greatly reducing the number and severity of overflows and improving water quality. In comparison, most other cities of Henderson's size are just beginning the process of writing their long-term plans for remediating combined sewer issues and have made far less progress in system corrections.

SAK Construction was selected through a bid process in 2010 to take on a key aspect of the long-term plan: the \$2.3 million Downtown Sewer System Rehabilitation project, which required cured-in-place pipe (CIPP) capabilities and careful coordination with the thriving businesses in the area to minimize disruption.

SAK is led by industry veterans Jerry Shaw, president, Tom Kalishman, chairman, and Robert Affholder, vice chairman. Headquartered in the St. Louis, Mo., area, SAK Construction is a privately held pipeline rehabilitation and tunneling contractor, with gross revenues of more than \$70 million in 2010, up from \$31 million in 2009. SAK



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currently has projects in 25 states for pipeline rehabilitation using CIPP and is an Aqua-Pipe licensee for drinking water mains.

The Henderson sewer project was divided into two phases. The first phase was to install necessary new sanitary sewer and water lines in the 16-block downtown area; the second was to use CIPP to rehabilitate the old sanitary sewers and convert them into separate storm water lines. Ultimately, the project had to meet the requirements of the Henderson Water Utility's long-term control plan, which is part of a consent judgment between the City of Henderson, the Kentucky Division of Water and the United States Environmental Protection Agency (USEPA).

SAK Construction started work in June 2010 and completed the project in early October 2011. In the process, the contractor renovated 18,736 lf of sanitary and storm sewer pipeline, 8 to 48 in. in diameter, using SAK's CIPP process.

## The Downtown Henderson Project

Working in downtown Henderson was an unusual opportunity for SAK Construction to be part of a carefully planned effort to retain the historic flavor of a community while bringing its water and sewer system into the 21st century.

In 1986 — nearly a decade before the EPA issued its guidelines for remediating combined sewer problems — the city launched a "Downtown Henderson Project" with the help of the National Main Street and Kentucky Main Street programs affiliated with the National Trust for Historic Preservation. The main thrust of the Henderson project was to revitalize and promote the city's historic business district while preserving its unique character.

The Downtown Sewer System Rehabilitation Project was conceived to complement the 1986 Downtown Henderson project, which meant that there was a high level of care for preserving the look of the streets and buildings while making every effort to minimize disruption to traffic and businesses.

## Overcoming Challenges for Effective Solutions

Each infrastructure project is unique to its geography, terrain and other factors. The Henderson project was no exception.

One of the primary challenges was to mitigate disruption to traffic in the downtown area during necessary periods of cut-and-cover construction. To expedite the CIPP process in areas where larger openings in the streets were necessary, SAK effectively used a steam-curing method on the majority of small- to medium-size diameter pipes. This method decreased cure time significantly while delivering the same high quality end product. In addition, SAK scheduled work at night, when possible.

As a result, the work installing CIPP on a sewer segment was often completed in only eight to 10 hours, with minimal disruption to traffic and business activities. The SAK team, comprised of Tim Bussen, project manager for rehab operations, and Jason Laney, general superintendent for the Central Region, provided effective communication during all phases of the project. SAK prides itself in having superintendents who "wear many hats" on each project in which they are involved, including not only running the field operations for the crews on that specific project, but also assisting in management of the overall project. The Henderson project required extensive work from numerous subcontractors on jobs such as manhole frame and cover replacement, bypass pumping, manhole rehabilitation and top hat installation. SAK Construction considered it beneficial to have a general superintendent onsite to ensure the project went smoothly.

Industry and water quality experts note similar pipeline-related issues such as in Henderson, are on the rise in cities nationwide due to America's aging infrastructure and growing population. Collapsing, malfunctioning or inadequate water mains, sanitary sewers and storm sewers cause a variety of serious problems and threaten the water supply in many communities.



## Greener for the Planet and Your Bottom Line

A dependable CIPP product that lets you repair partially or fully deteriorated underground pipes with environmental safety in mind.

- No Styrene
- No VOCs
- No HAPs
- Meets ASTM F1216



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**IMAGINE WHAT'S NEXT.**

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Henderson Water Utility has taken a proactive approach to improving its water system. The completion of this project will provide the downtown area with a sewer system that is "sealed," and resistant to many of the problems common in aging infrastructure throughout the United States.

**erry Shaw** is president of SAK Construction.

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## SAK Construction Begins Work on New \$9.2 Million Rehabilitation Contract in St. Louis

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BY TT STAFF ON MARCH 11, 2015

NEWS

SAK Construction LLC (SAK) has begun work on a \$9.2 million contract to rehabilitate 5,575 lf of aging combined sewer in downtown St. Louis.

The project, which targets a major segment of the brick-and-limestone Old Mill Creek Sewer, is jointly funded by the

U.S. Army Corps of Engineers and the Metropolitan Sewer District of St. Louis (MSD). Rehabilitation of the sewer, which was built in the 1860s, is part of a comprehensive plan MSD is implementing to improve the St. Louis wastewater system.

According to Mike Badgley, SAK project manager, the contract includes renovating the 18-ft high by 20-ft wide arch-shaped sewer, 15 manholes and 58 lateral connections, using chemical grout, concrete and shotcrete (a specialized wet or dry concrete solution that is sprayed on and hardens in place, forming a structurally renewed surface). To complete the work, an estimated 3,200 cubic yards of concrete, 4,500 cubic yards of shotcrete and 400 tons of reinforced steel will be required.

SAK's extensive experience in working on aging combined sewers, including the recently completed successful renovation of another section of the Old Mill Creek Sewer, allows us to tackle assignments of this complexity and size and ensure an on-time seamless project completion for MSD," Badgley says.

Completion is slated for November 2017.

Among the unusual challenges posed by the project is the sewer's significant average dry weather flow of 50 million gallons a day. Explains Badgley: "A combined sewer carries both sanitary and storm water. This means that heavy



SAK Construction LLC, recently began work on rehabilitating a 5,575-lf segment of the Old Mill Creek Sewer in Downtown St. Louis.



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ainfall or a high river stage, in addition to the normal dry weather flow, can restrict working conditions within the sewer."

o minimize potential issues and to progress on schedule, SAK regulates the dry weather flow by using a combination of bypasses and flow diversions.

based in O'Fallon, Missouri, and with additional regional offices in Arbutus, Maryland; Sacramento, Calif.; and Nashville, Tenn., SAK is active across the United States. The company solves the challenge of maintaining and restoring aging water and sanitary infrastructure for the municipal, energy and industrial markets. With industry-leading experience and a commitment to service excellence, SAK is a trusted partner helping customers worldwide renew, protect and expand their pipeline infrastructure.

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SAK Construction's SPR solution was the best fit to repair an aging and failing levee along the banks of the Mighty Mississippi.

## SAK Construction Pulls Off a 'Triple Play' Downriver From Busch Stadium

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BY SCOTT LINKE ON AUGUST 10, 2016

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Located along the east bank of the Mississippi River in St. Clair and Monroe Counties, Ill., lies a tranquil 20-mile stretch of farmland protected by an urban design levee. Its location is just across the river and a bit downstream from the ballpark where the local professional baseball team — the St. Louis Cardinals — have had many championship moments.

This farmland, home to the Prairie DuPont & Fish Lake Levee Districts, is a pristine field of dreams that looks ready to house another baseball heaven. However, lying below ground, the aging levee was in desperate need of repair as the CMP storm drainage system had deteriorated due to age and the flood conditions that exist almost yearly along the Mississippi River.

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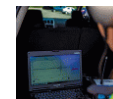
Much like the aging veteran pitcher trying to secure the win, the levee — completed in 1951 — was doing its best to continue to protect the area from flooding. The levee was constructed to drain excess water from the local farmland into the Mississippi River and included a gatewell to stop a rising river from backwashing into the fields. The downstream lines ultimately drained into three exit pipes and into the river. Past disasters, such as the Great Flood of 1993 that hit the entire St. Louis region and less severe weather patterns that led to the frequently rising rivers, caused the levee gatewell and the surrounding corrugated metal pipe to significantly deteriorate. Sections of the levee were in danger of failing during flood conditions and needed rehabilitation, but they couldn't be taken out of service during the process. Lane Corp., the general contractor that was awarded the levee rehab project, needed to find a non-disruptive structural solution that could fix the pipes in live flow (but non-flood) conditions.

SAK Construction, of O'Fallon, Mo. (located in the St. Louis region), was contacted by Lane to see if its patented Spiral Wound rehabilitation solution, also known as SPR, could address the problem. SPR utilizes



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steel-reinforced, interlocking PVC profile strips that are grouted in place and the installation equipment uses standard access points without site excavation. After the wound SPR material traverses the length of the pipe, the annular space is then grouted with a special high-strength grout and the pipe is ready for service. The result is a structural pipe with a PVC invert within the existing culvert. Most importantly, SPR can be installed in live low conditions.

After careful consideration, Lane decided it was the perfect solution for this project as it accomplished all of the project goals. The general contractor awarded the project to SAK, the SPR third-party stamped design and submittals were provided, and a Notice to Proceed was granted in September 2014 with SAK mobilizing after the Thanksgiving holiday.

The challenge for this project, as stated before, was to keep the system functioning while performing the work. Because of the flexibility of the SPR installation process, the levee drainage system was able to continue operating during the rehabilitation project. SAK started installing SPR in the upstream sections of the pipe and during the winding process diverted the flow among the three 84-in. corrugated metal drainage pipe sections until each 150-lf section was wound, bulkheads and bracing installed, and structural grouting commenced. Like a perfect "triple play," the rotation of the work from line to line finished the repairs one by one and solved the problems for the levee.

#### RELATED: SAK Construction: Making All the Right Moves

The project was not without its issues. The flexible installation benefits of the SPR solution — a major reason it was selected — were leveraged twice during the project as the defiant Mississippi river flooded to back up the drain pipes.

This required the Levee District to close the gates within the structure, temporarily halting the project. Both times the project was stopped, the pipe section was only partially completed. Luckily, the SPR process could be interrupted because the waters from the river rose to top the pipes at levels fully submerging the downstream sections. Unlike other rehabilitation options considered for the situation, the SPR winding machine was simply removed and the lined pipes rode out the high water while the river was at flood stage.

Installation flexibility by our crews is a huge advantage," said Cary Shaw, business development leader, spiral wound markets at SAK Construction. "In this case, the ability to pull out our winding machine quickly was invaluable when informed of an approaching storm." Depending on the project removal times can vary, but in this case SAK was able to have the SPR winding machine removed in less than an hour.

In an area that is well-known for its annual storms and the potential flooding that often accompanies them, Columbia, Ill., (the town on the front lines of the levee) is also a region deep-rooted in heritage with a long history of battling the threatening waters of the Mississippi as well as other threats. Originally settled by Frenchmen in the mid-17th century, Columbia was taken over by the British until the Revolutionary War forced them out and it



*The aging and failing levee before SAK Construction's SPR solution is installed.*



*SAK started installing SPR in the upstream sections of the pipe and during the winding process diverted the flow among the three 84-in. corrugated metal drainage pipe sections until each 150-lf section was wound, bulkheads and bracing installed, and structural grouting commenced.*



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became a permanent settlement for early colonial American settlers. It was then that Columbia was plotted out as a town and built on the bluffs several hundred feet above sea level to help protect against the annual flooding threats from the river. However, those farmlands surrounding the big river became a key source of commerce and pride for the area so great planning and expense was taken to protect them.

"We take a lot of pride in our work," said Cory Street, project manager at SAK. "We understand that, while we may not personally meet all of the people in the regions where we work, there is a sense of obligation to make sure that we do the best job possible to protect the families and their resources in the area."

Founded in January 2006, SAK Construction is fueled by an experienced and knowledgeable leadership team known throughout the industry. Led by industry veterans Tom Kalishman, Jerry Shaw, and legendary trenchless pioneer Bob Affholder, SAK (whose namesake originated from its three founding leaders) has consistently been at the cutting edge of new solutions such as SPR, and with their headquarters located in the St. Louis region they are well aware of the many challenges created by the surrounding rivers.

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Many stories have been written about the power of the mighty Mississippi. Those who live in Columbia have found a way to live along its shores. Modern engineering and technology has helped to protect them and has fought a battle against the elements for many years. The levee faced the scenario seen many times before by the region's beloved St. Louis Cardinals..."bottom of the ninth, nobody out, bases loaded" by the opposing team.

The team needed just three more outs to clinch that elusive championship against a formidable opponent. Much like in the famous poem "Casey at the Bat" by Ernest Thayer, the Mighty Mississippi was threatening to win and destroy the hopes of many. You could almost hear the legendary words of the classic poem being spoken, "...mighty Casey, was advancing to the bat." But in this case... "Mighty Casey" turned out to be the Mighty Mississippi and the lead that was being protected was that 20-mile stretch of farmland protected by the levee. The region needed its own version of a triple play, the rehabilitation of those three drain pipes, or else the river's victory would become a reality.

Perhaps the modified version of the poem would read something like this: With a region on the edge of their seats, the people of Columbia stood tall on the mound and gleamed down at the Mighty Mississippi as he advanced. Armed with treacherous waters aided by the vicious storms of the mid-western spring, the mighty old river's fierce flows against the aged levee came up short. Once again "there was no joy in Mudville" as SAK pulled off the perfect triple play.

**Scott Linke is marketing manager at SAK Construction.**



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## SAK Construction Awarded Pipeline Rehabilitation Projects Totaling \$21.7M

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BY TT STAFF ON MAY 19, 2016

NEWS

**SAK Construction (SAK)**, a national pipeline rehabilitation and tunneling services contractor, is beginning work on \$21.7 million of contracts won throughout the Baltimore and Washington, D.C. regions. SAK is repairing the sewer and pipeline infrastructure in these metropolitan areas without excavation or disruption by utilizing state-of-the-art trenchless technologies, including CIPP (cured-in-place pipe) pipeline rehabilitation.

SAK was awarded the following projects as low bidder:

- **District of Columbia Water and Sewer Authority:**
- G100: Local Sewer Rehabilitation 1: a \$5.25 million contract for the rehabilitation of approximately 140 manholes and the replacement of existing sewer mains throughout the District of Columbia. Using CIPP, SAK will rehabilitate 15,000 lf of sanitary sewer pipeline, with diameters ranging from 12 to 24 in. The project is under way and will conclude in 2017.
- Rehabilitation of Sewers Under Buildings Phase 2: a \$3.6 million contract for the structural repair of sanitary sewer and combined sewer and storm water pipes under buildings at 19 sites throughout the District of Columbia. SAK will use CIPP, shotcrete and other methods to repair pipes ranging from 10-in. diameter to 108-in. height.
- **Baltimore County**
- Herring Run Basin 31: a \$2.04 million contract for the rehabilitation of sewer lines in the Ridgeleigh Community, also known as "The Oaks," situated near Loch Raven Boulevard and Joppa Road. The project includes 23,251 lf of CIPP pipe rehabilitation and 1,109 vf of manhole rehabilitation. Completion is expected in December 2016.
- Stemmers Run Sewershed Rehabilitation: a \$1.52 million contract for the rehabilitation of 23,665 lf of sewer pipeline and 882 vf of manhole rehabilitation on the north east side of Baltimore City. SAK will use CIPP as the solution with completion expected in September 2016.
- Jones Falls Basin BC09 Sewer Rehabilitation: a \$2.74 million project located on the north side of Baltimore City for the rehabilitation of sewer lines between I-83 North, I-695, Timonium Road and York Road. A train system bisects the work area. SAK will use CIPP to line 34,868 lf of sewer lines and will rehab 1,588 vf of manholes. Jones Falls BC09 is to be completed by February 2017.
- **City of Baltimore Bureau of Water and Wastewater**
- SC 937 Chesterfield Ave, Herring Run Sewershed: a \$6.59 million contract to rehabilitate a segment of the sewer system in Baltimore City. SAK will use CIPP to line 11,861 lf of sewer line and install 249 vf of new manholes, 1,191 lf of new 8-in. PVC pipe and 1,409 lf of new 16-in. ductile iron pipe. Work is to be completed by June 2018.

These projects reflect strong national demand for pipeline rehabilitation resulting from America's aging infrastructure. Collapsing, malfunctioning or inadequate water mains, sanitary sewers and storm sewers produce a variety of serious problems and threaten the water supply.

To address these needs, while minimizing above-ground disruption, municipalities are seeking solutions like those offered by SAK Construction to provide the newest underground trenchless technologies for pipeline rehabilitation. SAK also provides solutions for repairing drinking water mains from 6 to 16 inches in diameter. When expansion of



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Existing water, sewer and storm water systems is required, SAK provides large diameter tunneling services for 48-in. diameter up to 32-ft arch-shaped.

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*Editorial* > **SAK Construction Builds A Solid Reputation Based On Rehabilitation and Inspection Experience**

## SAK Construction Builds A Solid Reputation Based On Rehabilitation and Inspection Experience

By Ken Wysocky | Cover Story | January 2015 | Appeared in print as "Built on Experience"


### **SAK Construction sets the standard for pipe rehabilitation and trenchless technology.**

There was a time when pipe relining was an unknown and little-trusted solution for repairing broken sewer lines. But judging from the rapid growth of SAK Construction in O'Fallon, Mo., that perception is disappearing like water down a drain.

Founded in 2006 by Jerry Shaw, Bob Affholder and Tom Kalishman – the S, A and K in the company's name – the pipeline rehabilitation and inspection firm started with just five employees. Today it employs more than 300 people; owns a multimillion-dollar fleet of equipment, ranging from vacuum trucks and water jetters

to cured-in-place pipe systems and pipeline inspection trucks; racks up more than \$100 million in annual gross revenue; and serves customers nationwide from branch offices in Baltimore, Phoenix, Tampa, Fla., and Rocklin, Calif.

In addition to CIPP, SAK offers a wide range of pipeline rehab technologies, from sliplining to spiral-wound PVC to shotcreting to compression-fit liners.

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"We're one of the fastest-growing, privately held pipeline rehabilitation companies in the country," says Jim Kalishman, the company's chief information officer. "We mainly serve

municipal markets, but we're expanding into industrial and energy segments, too. We also do tunneling and are looking to go international in that segment."

Part of the rapid growth stems from the state of rapidly deteriorating sewer and pipeline infrastructure nationwide. "It's a competitive market, but it's still growing," Kalishman notes.

In fact, the U.S. Environmental Protection Agency estimates that some \$355 billion worth of work is required to address water and sewer pipeline woes throughout the United States. In addition, many municipalities nationwide are under orders from the EPA to make infrastructure repairs or improvements – and have committed funding to doing so. Then there's the growing

acceptance of trenchless technology as a viable solution to broken sewers.

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"There's broader acceptance of CIPP as customers see that it works," Kalishman says.

"Engineering firms are more receptive to it, too. Like with any new product, it was considered an alternative solution when it was first introduced. But as people grew aware, and heard more and more reports of success with the product, it was no longer an unknown alternative. In fact, in most cases, it's now part of the normal specs in contracts."

## Pioneering veterans

But there's another equally important factor at work here: The company's founders, who comprise a "dream team" of sorts in the pipeline rehabilitation industry, with more than 100 collective years of experience in the industry. Shaw (the company's president), Affholder (vice chairman) and Tom Kalishman (chairman and chief executive officer) are trenchless-technology pioneers who used to lead Insituform Technologies

(now Aegion Corporation), one of the country's largest pipeline rehabilitation contractors.

Moreover, Affholder – who founded St. Louis-based tunneling and boring company Affholder Inc., in 1968 before co-founding Insituform – recently was elected to the North American Society for Trenchless Technology Hall of Fame. Shaw was selected as the Underground Construction Technology Association's most valuable professional for 2014.

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"We have the expertise to solve the most complex infrastructure issues and get the job done right," Jim Kalishman asserts. "Our team's experience, at all levels of management and in the field, is second to none in the trenchless industry."

That experience has enabled the company to successfully complete many difficult projects, including:

- Using CIPP technology to reline more than 10,400 feet of 54- to 78-inch-diameter interceptor line owned by the Los Angeles County Sanitation

District and serving the Los Coyotes Water Reclamation Plant, without disturbing activities in busy residential and commercial districts.

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- Employing high-density polyethylene to repair 3,100 feet of a 30-inch-diameter, cast-iron water main in Amarillo, Texas. Installed in 1927, the line's lead joints were leaking. Open-cut repairs weren't an option and flow capacity had to be maintained during the rehab work. Crews ended up doing unusually lengthy, 1,000-foot-long pulls to save time and minimize the need for connections and disruptions.

- Utilizing spiral-wound PVC technology to reline 1,050 feet of a deteriorating 42- to 48-inch diameter, stacked-stone sewer line in a historic area of Fort Worth, Texas, with limited access, restricted working hours and no bypass ability.

- Temporarily bypassing water service to 145 individual residences and 11 fire hydrants in a heavily populated

neighborhood in Omaha, Neb., while relining more than a mile of 6-inch-diameter, cement-lined, cast-iron water main. The main ran under driveways, streets and sidewalks and the project was the city's largest structural lining endeavor to date. To save time, money and materials, SAK crews installed the bypass piping along common property lines through backyards. They also developed a new loader system that carried up to 11 service connection plugs into the pipeline, saving countless hours of labor. And to stop the liner's curing resins from getting into corporation stop valves, SAK crews relied on advanced robotics to plug and later reinstate the 145 service connections.

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## Advanced technology

One of the keys to the company's success is its large fleet of technologically advanced equipment, which includes: combination sewer cleaning trucks made by Vactor Manufacturing (a subsidiary of Federal Signal Corp.), generally equipped with 80 gpm Vactor

pumps and 10- or 12-cubic-yard debris tanks; water jetters made by Sewer Equipment and Vactor Manufacturing (typically generating flow and pressure of 80 gpm at 2,000 psi); several International tractor cabs; tri-axle International trucks used for hauling materials and curing equipment; truck-mounted pipeline inspection systems made by Aries Industries, CUES and RS Technical Services; PipeTech, Granite (CUES) and WinCan inspection software; and Ford pickup trucks and F-550 crew trucks.

For sewer relining, SAK uses its own proprietary CIPP technology; for pressurized water pipes, the company offers customers a proprietary relining product.

"When it comes to equipment, we rely on a keep-it-simple philosophy," says Steve Hirtz, SAK's vice president of operations, noting that the company prefers to use the same vendors for equipment to leverage the benefits that derive from standardized vehicles and equipment.

"Standardization is a big thing for us," Hirtz says. "When you grow a company from zero to as big as we are, and you're spread all over the United States, standardization is

important for easier maintenance, training support and purchasing power for repair parts. If employees know about a particular piece of equipment, they can easily move from one piece to another and will still know how to maintain it and operate it efficiently. It's really no different than Southwest Airlines running all [Boeing] 737 airplanes."

There are times when larger pieces of equipment might be more efficient on certain projects, Hirtz concedes. But in those instances, SAK still would rather run smaller machines or equipment a little longer because the overall benefits of standardization outweigh the incremental productivity gains.

SAK doesn't hesitate to invest in capital projects that can improve customer service, better manage inventory and exert more control over project scheduling. A good example is the CIPP tube-manufacturing facility the company built in 2012 in O'Fallon, which expanded the company's facilities there to 120,000 square feet.

"In a nutshell, we wanted to control more of our own destiny," Hirtz says, explaining why it made sense to manufacture its own CIPP

tubes. "By making our own liner, we can shorten the lead times for ordering liner and carry less inventory on hand. But we still have great relationships with other vendors we work with."

## More growth expected

Looking ahead, company officials expect continued expansion into industrial and energy sectors and also are looking at major international projects as well. The company has new technologies "in the pipeline" to solve customers' infrastructure rehabilitation needs, Kalishman says. They are also planning for continued growth through a variety of means, like the 2011 purchase of Pipenology Inc. in Rocklin, which then became the company's western regional headquarters. But don't expect growth for growth's sake.

"This is a dynamic industry that is both growing and highly competitive," says Tom Kalishman. "We hope to continue to earn our share of new business. In the past, SAK has grown both organically and through acquisitions and we will consider all options as we move forward."

## More Information

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*Kyle Bowen (left) and Zach Andrews of SAK Construction guide the terminal end of a CIPP liner out of a manhole on a sewer relining job in St. Louis.*



# Industry Honors Jerry Shaw As 2014 MVP

by **Traci Read** Managing Editor

Jerry Shaw has been named the 2014 Most Valuable Professional (MVP) by award sponsors Underground Construction Technology Association (UCTA) and *Underground Construction* magazine. The MVP Award is bestowed annually to an individual for outstanding contributions to the underground infrastructure industry.

A special luncheon was held to honor Shaw's achievements in the industry on Jan. 28 at the George R. Brown Convention Center in Houston, held annually in conjunction with the UCT Conference.

Noted for being a pioneer in the underground construction industry, Shaw continues to play a leading role more than 35 years later as president of SAK Construction, where he leads day-to-day operations. Shaw's long-term success in the industry is rooted in his dedication to building a team of talented professionals committed to solving any underground construction challenge.

He's also a humble and unassuming leader who would much rather discuss the successes and accomplishments of others than bring attention to himself as was evidenced in his acceptance speech. Once Shaw got over his surprise at receiving the Most Valuable Professional award, he was quick to point out that the honor would not be possible without the people he's worked with throughout his career.

"Bob Affholder, my mentor in the tunneling business, received the MVP award in 1999 and it was hard for me to believe that I was even considered for the same honor as someone whom I think is a legend in the industry," Shaw said. "This award is really a compliment to my partners, Tom Kalishman and Bob, and to all the hard working employees at SAK. An award such as this is not an individual achievement but a reflection of the achievements of a great group of motivated individuals.

"Looking out over this crowd of people, many of whom I've had the great pleasure to work with for almost 35 years, is like a scrapbook of my life," Shaw added. "I have great

memories of the people I've met and of the places the jobs have taken me."

## The early years

It is often suggested in business that it's the people you know who help you get ahead. This sentiment would prove true for Shaw when he answered a job listing for tunneling and boring company Affholder Inc. in 1979 that would evolve into a long and fruitful career in the trenchless industry.

"Within a few days [after being hired] I knew this was the industry for me," Shaw explained. "I love the constant challenge of taking on new jobs where we'd often figure out a unique solution to a customer's needs. I was also lucky enough to start my career working for Bob, who as a boss and mentor, continually motivated and empowered me to get the job done right."

At Affholder, Shaw quickly worked his way up to senior management. The company, in addition to focusing on tunneling, became the first mid-American licensee to install cured-in-place pipe (CIPP) using the Insituform process. In 1987, the company went public as Insituform Mid-America (IMA), acquiring additional territories to become the largest Insituform licensee in the United States. From 1983 to 1987, Shaw served as a tunneling project manager for the company's tunneling division. From 1987 to 2005, he led day-to-day tunneling operations for Affholder, taking the company from \$25 million to \$120 million in revenue. Eventually, IMA merged with Insituform North America and the other licensees to form Insituform Technologies (now Aegion).

From those early days working at Affholder, it was evident to Shaw that Bob's business approach was different from most in the industry.

"With Bob you did not start off small," Shaw said. "Our first CIPP inversion project was for a 3.5-foot by 2.5-foot egg-shaped sewer. Most people would have been concerned about installing an odd shaped liner of that size on their first try, but not Bob. His philoso-

phy was 'plan it well and then just do it.' Unfortunately, the company that wet the liner out for us made a mistake and the liner hardened overnight in the reefer truck. It was a tough start for what eventually turned out to be an extremely successful undertaking."

It was also during his years at Affholder that Shaw would make another lasting friendship and eventual business partner in Tom Kalishman, who helped IMA grow its regional markets before serving on the Insituform Technologies Inc. board of directors until his departure in 2005.

After leaving Insituform Technologies in 2005, Shaw and Kalishman met to discuss where their futures were headed. Using what they knew about CIPP and the tunneling market, it wasn't long before these like-minded individuals decided to strike out on their own in 2006 to form St. Louis-based SAK Construction. Affholder would follow in 2007.

"Tunneling jobs were flooding the market, and after the [Insituform] patents expired, the CIPP industry continued to grow," said Shaw. "However, we only wanted to return to the industry if we could create a company based on the principles we learned from Bob where the focus was on the team, the customer and quality. From that initial conversation, the beginnings of SAK were born.

"In 2007, Tom and I were reunited with Bob when he joined SAK Construction. We each have experience running a trenchless business, but we respect the strengths of the other and have complementary skills," he added. "In my role as president, I primarily focus on SAK's day-to-day operations. Bob is vice chairman and focuses on our customers and corporate culture. Tom is chairman and chief executive officer, and he focuses on finance and strategy. Together, we bring years of real-world trenchless experience to the table. And we really enjoy working together!

"From the start, our strategy at SAK differed from most companies in that we hired key management personnel before we acquired the jobs, which allowed us to be pre-







pared to build new work and to rapidly grow our business. Soon we had a team with experience that exceeded anything we had seen in the industry. Several of us have worked together for almost 35 years now. Everyone who joined us knew exactly what the company wanted to achieve – a return to the original roots of Bob's success – hire the best talent, create an environment where people are valued, deliver world-class services and put customers first."

### What's happening now

Today, SAK continues to focus on solving customer's pipeline rehabilitation needs using tunneling and trenchless solutions. In only a few short years, Shaw's leadership has helped propel SAK to one of the fastest growing pipeline rehabilitation contractors in the country.

Based in O'Fallon, MO, with regional offices in Sacramento, CA, Tampa, FL, Phoenix, AZ, and Baltimore, MD, the firm has active projects in 34 states.

SAK solves the challenge of maintaining and restoring aging water, sanitary, and oil and gas pipeline infrastructure for the municipal, energy and industrial markets. With industry leading experience and a commitment to service excellence, SAK is a trusted partner helping customers worldwide renew, protect and expand their pipeline infrastructure.

Notable SAK Construction projects include using CIPP technology to rehabilitate 10,425 feet of a 54- to 78-inch diameter interceptor pipeline for the Los Angeles County Sanitation District; compressive fitting polyethylene technology to rehab 3,100 feet of 30-inch cast iron water main in Amarillo, TX; Aqua-Pipe CIPP to rehab more than 18,000 feet of 6- and 10-inch drinking water mains for the Montgomery Water Works & Sanitary Sewer Board in Montgomery, AL, and reinstating the house service connections internally using robotics; Spiral Wound PVC to rehabilitate 1,000 feet of 48-inch by 42-inch stone arch pipe for the City of Fort Worth, TX; and constructing the 18,500

"Bob Affholder, my mentor in the tunneling business, received the MVP award in 1999 and it was hard for me to believe that I was even considered for the same honor as someone whom I think is a legend in the industry," Shaw said. "This award is really a compliment to my partners, Tom Kalishman and Bob, and to all the hard working employees at SAK. An award such as this is not an individual achievement but a reflection of the achievements of a great group of motivated individuals."

foot 54- to 96- diameter pipe Downtown Wastewater Tunnel for the City of Austin, TX.

SAK's philosophy is rooted in management's core values of empowering employees to contribute to solving problems quickly when they are in the field. Shaw shares the belief that the key to good management is putting people in positions where they can be innovative and contribute ideas about how to improve processes, quality and costs.

"Throughout my career," he said, "I've been lucky enough to have world-class people working with me and that's still true today at SAK. So much of our business depends on decisions our people in the field make every day. Those decisions are the difference between a project's success and failure; a job getting done on time and most importantly a job getting done safely.

"Our business is about people – hire the

best, instill in them the absolute need for safety, product quality, customer satisfaction and then empower them to get the job done. At SAK, we focus our people on getting the job done right the first time and not to take shortcuts. That philosophy of team success is as true today at SAK as it was when I started at Affholder," Shaw said.

### The next step

With plenty of projects coming its way, SAK is poised to move into more markets to handle expansion nationally as well as in the international arena. Shaw also anticipates the next few years to be busy ones in the trenchless industry.

Shaw said: "Looking forward, SAK has a large backlog and a strong team and infrastructure in place to handle growth. We expect to continue to expand both nationally and internationally, which means we will substantially add to our workforce at all levels over the next several years. Our goal is to solve customers' rehabilitation problems by applying the right technology to the situation. We are not dedicated to a one-sized-fits-all solution and are always searching for new technologies to complement our core CIPP and tunneling product lines.

"I think we will continue to see innovative products broaden the technical envelope for trenchless applications. The primary use of trenchless products originally was in the sewer market. At SAK, we continue to see new applications in the potable water market and other pressure pipe [applications].

"Cities have done a great job in bringing trenchless technologies into the mainstream. In this time of tight budgets, it continues to be critical to focus on quality and service. We want to make sure that we solve pipeline problems permanently.

"The industry has come a long way," Shaw added, "but I've found the core principles that I learned years ago are the same today and I'm happy we are focused on them again at SAK." ■



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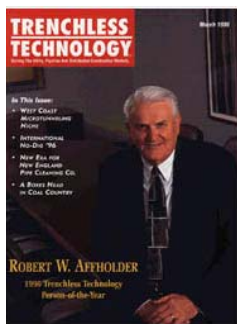
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## 1996 Trenchless Technology Person-of-the-Year: Bob Affholder

0

BY ADMIN ON MARCH 1, 1996

BUSINESS/PEOPLE, PERSON OF THE YEAR



His career started in 1958 when no one called it trenchless technology, and Bob Affholder has been upbeat and positive about the business from the beginning. In the 38 years since he started working as a laborer for Armco Industries Metal Products Division, Bob has seen the trenchless business grow from nothing into one of the most dynamic areas of construction. He has been responsible for some of the most dramatic changes that have occurred.

"I started my own tunneling and boring business in 1968 because I got mad at my boss at Armco," said Bob. Jerome Kalishman was the attorney that incorporated the original Affholder company in 1968, and over the years Kalishman has become an integral part of the company. "Our individual strengths compliment each other,"

Bob said. "I have been able to identify new products or successful companies and Jerry has been very efficient in negotiating contracts and acquisitions. By working together we have been able to position the Affholder company and Insituform Mid-America into organizations with complementary products."

In October 1995, the merger of Insituform Mid-America Inc. and Insituform Technologies Inc. was completed. This has put Bob Affholder in charge of all North American contracting for the corporation. He is ready to roll up his sleeves and push the company into new markets and help develop new products to continue to lead the trenchless rehabilitation industry.

He delights in building an organization of competent people that want to solve problems. "We take on the toughest boring and tunneling jobs with the Affholder company. Insituform is going to become the world's resource for rehabilitating any type of pipe system," Bob said.

Bob first heard about the Insituform product in 1982, and he was aware that there had been problems with some of his early installations. From its beginning, Insituform Mid-America grew to become the world's leading installer of Insituform, closing out 1995 with \$107 million in sales representing more than 40 percent of ITI's total sales of an estimated \$270 million worldwide.

In almost all of his discussions, Bob ends up talking about the people in the business. He is interested in the technology and understand it as well as anyone, but his delight comes in seeing the people working for him become successful.

I grew up on a farm in Kansas with 11 brothers and sisters, and my dad liked to work and he taught us to like to work," said Bob. "We learned that it was fun and it still is fun. I want to work as long as I enjoy it, and so far, I'm having a great time."

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The Public Health and Safety Organization

## NSF Product and Service Listings

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### NSF/ANSI 61 Drinking Water System Components - Health Effects

**NOTE:** Unless otherwise indicated for Materials, Certification is only for the Water Contact Material shown in the Listing. Click here for a list of [Abbreviations used in these Listings](#). Click here for the definitions of [Water Contact Temperatures denoted in these Listings](#).

#### Sekisui SPR Americas, LLC

5000 Austell-Powder Springs Road

Suite 138

Austell, GA 30106

United States

678-510-1820

[Visit this company's website \(http://www.sekisui-spr.com\)](http://www.sekisui-spr.com)

**Facility :** Hammond, LA

#### Protective (Barrier) Materials

Trade Designation	Water Contact Size Restriction	Water Contact Temp	Water Contact Material
<b>Flexible Liner - Immediate Return to Service</b>			
NordiPipe[1] [2] [3]	>= 6"	CLD 23	MLTPL
NordiPipe[4] [5] [6]	>= 6"	CLD 23	MLTPL

NordiPipe[7] [8] [9]

&gt;= 6"

CLD 23

MLTPL

- [1] Certified for use with r.tec 521-25 OF resin only.
- [2] Final Cure time and temperature: Resin is mixed and applied to felt side of liner; liner is inverted into pipe. Lined pipe is cured by hot water cure for a minimum of 5 hours at 80°C. After the hot water cure, lined pipes are subject to an ambient cure of 7 days.
- OR
- Final Cure time and temperature: Resin is mixed and applied to felt side of liner; liner is inverted into pipe. Lined pipe is cured by steam cure for a minimum of 3 hours at 90°C. After the steam cure, lined pipes are subject to an ambient cure of 7 days.
- [3] Special Comments: Mix ratio of resin to hardener (Part A:Part B) is 100:40 by weight.
- [4] Certified for use with Impax 296 or Futura 296 resins only.
- [5] Final cure time and temperature: Resin is mixed and applied to felt side of liner, then cured by hot water cure for a minimum of 3 hours at 80° C. After the hot water resin cure, lined pipes are subject to an ambient cure of 7 days.
- OR
- Final cure time and temperature: Resin is mixed and applied to felt side of liner, then cured by steam cure for a minimum of 3 hours at 80° C. After the steam cure, lined pipes are subject to an ambient cure of 7 days.
- [6] Special Comments: Mix ratio of resin to hardener (Part A:Part B) is 3.30:1 by weight.
- [7] Only Certified for use with Futurabond 396 resin.
- [8] Final cure time and temperature: Resin is mixed and applied to the felt side of liner, then cured by hot water for a minimum of 6 hours at 82C. After the hot water resin cure, lined pipes are then subject to an ambient cure of 7 days.
- [9] Special comments: Mix ratio of resin to hardener (Part A: Part B) is 1.65:1 by weight.

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Number of matching Manufacturers is 1

Number of matching Products is 3

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The Public Health and Safety Organization

## NSF Product and Service Listings

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#### Sekisui SPR Americas, LLC

5000 Austell-Powder Springs Road

Suite 138

Austell, GA 30106

United States

678-510-1820

[Visit this company's website \(http://www.sekisui-spr.com\)](http://www.sekisui-spr.com)

**Facility :** Hammond, LA

#### Protective (Barrier) Materials

Trade Designation	Water Contact Size Restriction	Water Contact Temp	Water Contact Material
<b>Pipe Liner - Immediate Return to Service</b>			
NordiPipe[1] [2] [3]	>= 6"	CLD 23	MLTPL
NordiPipe[4] [5] [6]	>= 6"	CLD 23	MLTPL



NordiPipe[7] [8] [9]

&gt;= 6"

CLD 23

MLTPL

[1] Certified for use with r.tec 521-25 OF resin only.

[2] Final Cure time and temperature: Resin is mixed and applied to felt side of liner; liner is inverted into pipe. Lined pipe is cured by hot water cure for a minimum of 5 hours at 80°C. After the hot water cure, lined pipes are subject to an ambient cure of 7 days.

OR

Final Cure time and temperature: Resin is mixed and applied to felt side of liner; liner is inverted into pipe. Lined pipe is cured by steam cure for a minimum of 3 hours at 90°C. After the steam cure, lined pipes are subject to an ambient cure of 7 days.

[3] Special Comments: Mix ratio of resin to hardener (Part A:Part B) is 100:40 by weight.

[4] Certified for use with Impax 296 or Futura 296 resins only.

[5] Final cure time and temperature: Resin is mixed and applied to felt side of liner, then cured by hot water cure for a minimum of 3 hours at 80° C.

After the hot water resin cure, lined pipes are subject to an ambient cure of 7 days.

OR

Final cure time and temperature: Resin is mixed and applied to felt side of liner, then cured by steam cure for a minimum of 3 hours at 80° C. After the steam cure, lined pipes are subject to an ambient cure of 7 days.

[6] Special Comments: Mix ratio of resin to hardener (Part A:Part B) is 3.30:1 by weight.

[7] Only Certified for use with Futurabond 396 resin.

[8] Final cure time and temperature: Resin is mixed and applied to the felt side of liner, then cured by hot water for a minimum of 6 hours at 82C. After the hot water resin cure, lined pipes are then subject to an ambient cure of 7 days.

[9] Special comments: Mix ratio of resin to hardener (Part A: Part B) is 1.65:1 by weight.

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Number of matching Manufacturers is 1

Number of matching Products is 3

Processing time was 1 seconds

**SAK CONSTRUCTION PROJECTS LIST**

VP Job #	Project Name	Owner's Contact Information	Address	Superintendent	Project Manager	Type	Complete Date	Completed Amount	Percent Complete	Footage Complete	Diameters
1008	<b>St. Louis, MO</b> <b>Manchester Ave Combined Sewer Relief project</b>	Pam Huntoon, Metropolitan St. Louis Sewer District P 317.678.6200	2350 Market Street St. Louis, MO 63101	Roger Lynch	James Byrd	Tunneling - MO	5/1/09	\$3,927,367.00	100%	648	84" RCP Installed (Excavation Diameter 10')
1009	<b>City of Jefferson, MO</b> <b>Basin 17 Rehabilitation</b>	Eric Seaman, P.E.; City of Jefferson, MO P 573/634-6410	320 E. McCarty Jefferson City, MO 65101	Jeff Hirtz	Tim Bussen	CIPP - MO	5/31/09	\$1,818,931.00	100%	34458	6", 8", 10", 12", 15", 18", 24", 30", 36", 42"
1024	<b>St. Louis, MO (MSD)</b> <b>Coldwater Sanitary Relief Section A Phase II</b>	Steve Welnick, Metropolitan St. Louis Sewer District P 314.678.6200	2350 Market Street St. Louis, MO 63101	Roger Lynch	James Byrd	Tunneling - MO	4/1/10	\$6,967,955.00	100%	2283	96" RCP Installed (10' Excavated Diameter)
1070	<b>City of Jefferson, MO</b> <b>Basin 16 Rehabilitation</b>	Eric Seaman, P.E.; City of Jefferson, MO P 573/634-6410 F 573/634-6457	320 E. McCarty Jefferson City, MO 65101	Chad Rusher	Tim Bussen	CIPP - MO	9/30/10	\$1,583,420.00	100%	65379	6", 8", 10", 12", 15", 54"
1151	<b>CIPP Rehab of Hackberry Creek</b> <b>Irving, TX</b>	David Evans, P.E., City of Irving P 972.721.2600	825 W. Irving Blvd. Irving, TX 75060	Billy Gates	Jimmy Witt	CIPP - TX	1/14/11	\$736,986.50	100%	2173	20", 27", 42", 54"
10048	<b>Johnson County (KS) Wastewater</b> <b>CIPP Term &amp; Supply Contract</b>	Joe Barnes; Johnson Co. Wastewater P 913.715-8636 F 913.715-8501	11811 S. Sunset Drive, #2500 Olathe, KS 66061	Danny Brown	Tim Bussen	CIPP - KS	1/30/10	\$641,431.00	100%	22181	8", 12", 15", 21"
10172	<b>Johnson County, KS</b> <b>SS Line Rehab Auth 14</b>	Johnson County Wastewater P 913.715.8500 F 913.715.8501	11811 S. Sunset Drive, #2500 Olathe, KS 66061	Danny Brown	Tim Bussen	CIPP - KS	10/4/11	\$455,461.62	100%	22472	8", 12", 15", 21"
10175	<b>St. Louis, MO</b> <b>Lemay WWTP Wet Weather Expansion</b> <b>Outfall Sewer</b>	Brian Hoelscher, Metropolitan St. Louis Sewer District P 314.768.6200	2350 Market Street St. Louis, MO 63101	Dave Koehmstedt	Brent Duncan	Tunneling - MO	1/1/13	\$13,307,347.00	100%	381	132" RCCP (11'-3", 16' Excavated Diameter)
10804.22	<b>Orlando, FL</b> <b>L.B. McLeod Rd Sanitary Sewer Rehab</b> <b>CIP0059</b>	Charles Conklin, City of Orlando P 407.246.3182 charlie.con14in@cityoforlando.net	400 South Orange Avenue Orlando, FL 32801	Brad Schenning	Leo Calvario	CIPP - FL	5/6/16	\$2,261,368.29	100%	3488	48"
11058	<b>Johnson County, KS</b> <b>Authorization 16 Lke Quivira</b>	Johnson County Wastewater P 913.715.8500 F 913.715.8501	11811 S. Sunset Drive, #2500 Olathe, KS 66061	Danny Brown	Tim Bussen	CIPP - KS	6/27/12	\$184,737.10	100%	8818	8"
11116	<b>Johnson County, KS</b> <b>New Authorization 09-01-11</b>	John O'Neil, Johnson County Wastewater P 913.715-8500 F 913.715-8501	1181 S. Sunset Drive, Suite 2500 Olathe, KS 66061	Danny Brown	Tom Qualls	CIPP - KS	6/28/12	\$497,505.88	100%	21711	8", 10", 15", 18", 21"
11117	<b>Johnson County, KS</b> <b>CMSD No. 13 Nelson WWTP</b>	Don Godfrey, Sub to Wiedenmann & Godfrey P 816.322-1125	950 North Scott Belton, MO 64021	Danny Brown	Tim Bussen	CIPP - KS	8/29/12	\$634,140.45	100%	29589	8", 12"
11159	<b>Jefferson City, MO</b> <b>2011 Sewer Main Rehab, #31106</b>	Eric Seaman, City of Jefferson City P 573.634.6410 F 573.634.6562	Department of Public Works 320 E. McCarty St. Jefferson City, MO 65101	Jason Laney	Tim Bussen	CIPP - MO	7/26/12	\$1,637,732.45	100%	28028	6", 8", 12", 15", 16", 18", 30", 36", 38", 42", 48"
11165	<b>Johnson County, KS</b> <b>Auth 18, I-35</b>	Patrick Beane, Johnson County Wastewater P 913.715-8500 F 913.715-8501	1181 S. Sunset Drive, Suite 2500 Olathe, KS 66061	Danny Brown	Tim Bussen	CIPP - KS	12/9/11	\$92,658.00	100%	540	21"
12050.20	<b>Johnson County, KS</b> <b>Auth 20</b>	John O'Neil, Johnson County Wastewater P 913.715-8500 F 913.715-8501	1181 S. Sunset Drive, Suite 2500 Olathe, KS 66061	Danny Brown	Dan Swidrak	CIPP - KS	7/2/13	\$942,846.25	100%	39816	8", 10", 12", 15"
13030	<b>St. Louis, MO (MSD)</b> <b>Lemay Pump Station No 1 Redundant</b> <b>Force Main Project</b>	Dan Nickels, Metropolitan St. Louis Sewer District P 314.768.6237	2350 Market Street St. Louis, MO 63101	Dave Koehmstedt	Brent Duncan	Tunneling - MO	6/1/15	\$20,234,035.75	100%	3226	96" RCCP (11'-3" Excavated Diameter)

**SAK CONSTRUCTION PROJECTS LIST**

VP Job #	Project Name	Owner's Contact Information	Address	Superintendent	Project Manager	Type	Complete Date	Completed Amount	Percent Complete	Footage Complete	Diameters
13037.02	<b>Johnson County, KS</b> <a href="#">Auth 21</a>	Joseph Barnes, Johnson County Unified Waste Water P 913.715.8684	480 Nall Avenue Mission, KS 66202	Danny Brown	Randy Mather	CIPP - KS	4/14/14	\$984,261.33	100%	43567	8", 10", 12", 15"
14035	<b>Johnson County, KS</b> <a href="#">CMSD Contract No. 19, Term 1, 2014-2015</a>	Joseph Barnes, Johnson County Wastewater P 913.715.8684	11811 S. Sunset Drive, #2500 Olathe, KS 66061	Danny Brown	Randy Mather	CIPP - KS	4/30/15	\$1,448,107.45	100%	62391	8", 10", 12", 15", 18", 21"
14083	<b>Jefferson City, MO</b> <a href="#">31120, Sewer Rehab-Basin 12</a>	Eric Seaman, PE, City of Jefferson City P 573.634.6410 F 573.634.6562	320 E. McCarty St. Jefferson City, MO 65101	Jeff Hirtz	Tim Bussen	CIPP - MO	3/12/15	\$1,174,189.14	100%	41413	6", 8", 10", 12", 15"
14088	<b>Johnson County, KS</b> <a href="#">Wiedenmann, Line Rehab 75th &amp; I-35</a>	Glen Barge, <b>Sub</b> to Wiedenmann, Inc. P 816.322.1125 F 816.322.1126	950 N. Scott PO Box 245 Belton, MO 64012	Danny Brown	Randy Mather	CIPP - KS	8/7/14	\$9,270.00	100%	412	8"
14116	<b>Fort Bliss, TX</b> <a href="#">CIPP R&amp;R Phase II</a> <a href="#">Work Order Number 212000556</a>	Ruben Contreras, Fort Bliss Water Service Company P 915.564.1332 ruben.contreras@ftbliss.asuinc.com	6 Hutton Centre Drive Suite 1000 Santa Ana, CA 92707	James Bower	Brian Ackerman	CIPP - TX	12/18/14	\$1,158,429.96	100%	22248	8", 10", 12", 15"
14120	<b>Peoria, AZ</b> <a href="#">Vistancia Boulevard CAP Canal Bridge</a>	Dustin Krapf <b>sub</b> to Skanska USA Civil West Rocky Mountain District Inc. P 602.224.1020 dustin.krapf@skanska.com	4742 N. 24th Street Suite 165 Phoenix, AZ 85016	Glenn Spears	Brian Ackerman	CIPP - AZ	10/23/14	\$69,000.00	100%	640	14"
15049	<b>Anderson, CA</b> <a href="#">ACID Clear Creek Siphon Repair</a>	Mark Trawick, <b>Sub</b> to RTA Construction, Inc. P 530.223.1100 mark@rta-c.com	9164 Tanqueray Court Redding, CA 96003	Andrew Johnson	Todd Chalk	CIPP - CA	11/5/15	\$1,322,500.00	100%	530	84"
15088	<b>St. Louis, MO</b> <a href="#">Hanley Road 20" Pipe Lining</a>	Daniel Woodcock, Missouri American Water P 314.996.2321 daniel.woodcock@amwater.com	727 Craig Road St. Louis, MO 63141	Billy Gates	Cory Street	Aquapipe - MO	10/31/15	\$536,100.00	100%	1385	20"
16075	<b>Godfrey, IL</b> <a href="#">Phillips 66 Wood River Refinery</a>	Sam Walter, <b>Sub</b> to Widman Construction 618.255.2288	P66 Wood River Refinery 27199 State Highway 3 Godfrey, IL 62033	Matt Hirtz	Tim Bussen	CIPP - IL	Need completed date	\$272,475.00	100%	500	24"

## Anderson-Cottonwood Irrigation District

Brenda Haynes, President  
Audie Butcher, Vice President  
Robert Blankenship, Director

2810 Silver Street, Anderson, Ca. 96007  
(530) 365-7329 – Fax: (530) 365-7623  
[www.andersoncottonwoodirrigationdistrict.org](http://www.andersoncottonwoodirrigationdistrict.org)

Duane Miller, Director  
Kayle Spoon, Director  
Stan Wangberg, GM/Sec

December 17, 2015

Mr. Ryan Broyles  
Operations Manager West - Rehab Division  
SAK Construction  
4253 Duluth Avenue  
Rocklin, California 95765

Dear Mr. Broyles:

The Board of Directors and management of Anderson-Cottonwood Irrigation District would like to express our sincere appreciation for SAK's performance during implementation of our recent Clear Creek siphon rehabilitation project.

You and your colleagues and crew did an excellent job throughout this important and very difficult project and delivered an excellent work product. For the District, the successful repairs to the minor pipelines at Laterals 35 and 37 were an added bonus to completion of the Clear Creek job, and we sincerely appreciate your willingness to address these pipelines while you were in the area.

Thank you for your efforts and we look forward to the possibility of teaming up with SAK in the future.

Sincerely,

  
Brenda Haynes, President

  
Stan Wangberg, General Manager



**Metropolitan  
St. Louis Sewer  
District**

---

2350 Market Street  
St. Louis, MO 63103-2555  
(314) 768-6200

September 8, 2015

**To Whom It May Concern:**

This letter shall serve as reference for SAK Construction, LLC. SAK is currently pre-qualified to perform tunneling work for the Metropolitan St. Louis Sewer District (MSD). They have completed several significant tunneling projects as both a prime and sub-contractor. SAK has performed acceptably on the following projects:

1. Lemay Pump Station No. 1 Redundant Force Main
2. Lemay WWTP Outfall Wet Weather Expansion Outfall
3. Coldwater Sanitary Relief Section A Phase 2
4. Manchester Avenue Combined Sewer Relief Project

SAK, as a company, has been performing in tunneling and sewer rehabilitation for MSD since their creation. Additionally, the company's Principals, formerly of Affholder, Inc., have been doing work for MSD for many years. They are both qualified and dependable in their work.

If you require more details or any additional information, please feel free to call me at 314-768-6285, or email me at [rlunve@stlmsd.com](mailto:rlunve@stlmsd.com).

Sincerely,

Richard L. Unverferth, P.E.  
Director of Engineering



# TAHOE-TRUCKEE SANITATION AGENCY



A Public Agency  
13720 Butterfield Drive  
TRUCKEE, CALIFORNIA 96161  
(530) 587-2525 • FAX (530) 587-5840

## Directors

O.R. Butterfield  
Dale Cox  
Erik Henrikson  
S. Lane Lewis  
Jon Northrop

## General Manager

Marcia A. Beals

26 January 2015

Mr. Boyd Hirtz  
SAK Construction, LLC  
864 Hoff Road  
O'Fallon, MO 63366

RE: 2014 Truckee River Interceptor Rehabilitation Project (TRIRP)

Dear Mr. Hirtz

I would like to take this opportunity to compliment SAK Construction, LLC, and their subcontractors, Munson Pump Services and Almendariz Consulting, Inc. on the quality of their work and the professionalism with which they performed their work on the recently completed TRIRP project.

This project involved numerous stakeholders and regulatory agencies and had to be completed in a very tight timeframe. SAK and its subcontractors were very responsive to the environmental sensitivity of completing such a project in such close proximity to the Truckee River in the North Lake Tahoe area; were cognizant of the interests and concerns of various business and home owners affected by the project; were quick to respond to unforeseen challenges when called upon with short notice; assigned highly qualified, professional staff to the project, and ultimately produced a superior work product.

It was a pleasure to work with you.

Sincerely,

Marcia A. Beals  
General Manager

MAB:ct

cc: Mr. Joe Feuerborn, SAK Construction, LLC  
Mr. Jason Munson, Munson Pump Services  
Mr. Eric Russo, Almendariz Consulting



February 15, 2016

Mr. Anthony Aderhold  
SAK Construction, LLC  
864 Hoff Road  
O'Fallon, MO 63366

RE: P66 Wood River Refinery Wood Stave Lining Project

Dear Mr. Aderhold,

I like to reach out to Management of new companies that we work with, when a safe and successful job is completed. Your work was performed in extreme conditions, under a tight timeframe, while following excessive permitting and safe work regulations. We appreciate your crews' willingness to discuss, communicate, and adhere to our request. It was obvious that your company expects the same goals that we demand, which are sending everyone home in the condition they showed up in while delivering exceptional quality work. It was a pleasure doing business with you.

Sam Walter  
WCI Site Manager  
P66 Wood River Refinery  
[Sam.walter@widmanconstruction.com](mailto:Sam.walter@widmanconstruction.com)  
Office 255-2288 cell 618-779-3128

## **City of Jefferson**

Department of Public Works  
320 E. McCarty St.  
Jefferson City, MO 65101



## **Carrie Tergin, Mayor**

Matthew J. Morasch, P.E., Director  
Phone: 573-634-6410  
Fax: 573-634-6562

February 17, 2017

RE: Cured-in-Place Pipelining projects by SAK Construction

To Whom it May Concern;

Jefferson City has worked with SAK Construction on multiple contracts over an 8 year period. In that time, they have completed projects well within the contract time, and have demonstrated outstanding communication and problem solving. Any time a personal property issue or change in scope has occurred, SAK has handled the situation well and come up with an equitable resolution for all parties.

Our service area covers the headquarters of the State Regulator. When bypassing around a section of sanitary sewer is required, SAK has performed this in an innovative and reliable method that is protective of the environment.

Jefferson City encourages SAK Construction to bid our projects and would highly recommend them to others.

If you should need further details, feel free to contact me at 573-634-6443 or [eseaman@jeffcitymo.org](mailto:eseaman@jeffcitymo.org).

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Seaman".

Eric Seaman, P.E.  
Wastewater Division Director



# CITY OF ORLANDO

---

**TO:** Clayton Washburn – General Manager, Southeast Region

**FROM:** Robert W. Faris, Construction Inspector III

**DATE:** July 7, 2016

**SUBJECT:** SAK's workmanship on the L.B. McLeod Rd CIPP Lining Project

Clayton,

I wanted to tell you what a great job SAK performed for the City of Orlando on the L.B. McLeod Rd. project. It was a pleasure to work with professionals that understand all aspects of what it takes to put a successful project together. In my line of work, I encounter more contractors that try cutting corners by not meeting the design specifications and/or compromising on safety to make a dollar. I am pleased to say that this project was handled by two professionals in the trade.

Leo Calvario, the Project Manager, was always on top of any issues that arose during construction. Leo was quick to resolve problems, mobilized support personal as needed, and provided excellent documentation to support change orders and/or quotes. He handled a lot of adversity on this particular project, which was of no fault to SAK's execution of the designed plans. Leo is an excellent example of how a Project Manager should operate.

Brad Schenning, the Superintendent, is one of the best I have encountered during the 34 years that I have worked for the City of Orlando. He has great "Can Do" and "Get it Done" attitude. I have had the pleasure of working with him on several jobs now, and first-hand how supervising is a lot more than directing someone to do something. Brad is hands-on and leads by example in the field. He knows the trade, manages crews well, and never lets problems become the client's problem. He spends a great deal of time getting to know the work site and current conditions so he can plan the CIPP installations properly and be a smooth operation.

It is my hope that SAK continues to bid and work on projects with the City of Orlando.

## Wastewater

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February 27, 2017

Re: Reference Letter for SAK Construction, LLC.

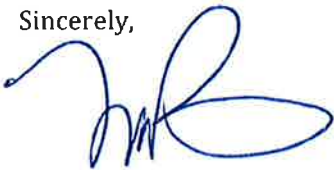
Dear Cary Shaw,

I've had the opportunity to work with SAK Construction since April 23<sup>rd</sup>, 2009 as Johnson County Wastewaters (JCW) project manager for gravity sewer line rehabilitation projects. Over the past 6-1/2 years SAK has completed 15 authorizations which ranged from rehabilitating pipes 8"-66" in size and packages from one line segment to 60,000 linear foot packages. The work packages JCW authorized to SAK primarily consisted of Cured in Place Pipe (CIPP) sewer rehabilitation, but they also completed slip lining, and manhole rehabilitation work packages. All the authorized work packages have been done in a professional manner and have been completed within the constraints of the contract documents.

SAK works very hard to not only ensure that JCW as the owner is happy, but they also consider the social impact and the residents that may be affected by the sewer rehabilitation. SAK's project manager communicates crew schedules on a weekly basis, accurate monthly pay estimates, and any changed conditions as they are identified. This open and timely communication keeps JCW projects on time and ensures the rehabilitation needs are met for the sanitary sewer collection system.

Please accept my professional reference of SAK Construction, LLC..

Sincerely,



Joseph W. Barnes  
Project Manager - Existing Infrastructure of Collection Systems



SUBCONTRACTOR PERFORMANCE ASSESSMENT REPORT					
FT. BLISS WATER SERVICES COMPANY					
1. Subcontractor Name and Address: SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366			3. Subcontract/Task Order Number: 18607		
			4. Subcontract/Task Order Value: \$1,174,004.96		
			5. Period of Performance Being Assessed: From: 10/3/15 To: 12/18/15		
2. Vendor Number: 53919			6. Report Type: Interim Rating Final Rating X		
7. Subcontractor POC: Brian Ackerman			Phone #: 636 385-1030	E-mail: <a href="mailto:backerman@sakon.com">backerman@sakon.com</a>	
8. Project Title: CIPP Phase II					
9. P/N:		10. RFA:		11. GWO: 212000556	
12. Subcontract Description: Rehabilitation of existing sanitary sewer through cured in place pipe method. The SOW involves cleaning, videotaping and lining approximately 24,000 LF of existing sanitary sewer.					
Evaluate the Following Areas	Previous Score	Weighting Assigned	Rating*	Weighted Score	Current Score
<b>13. Performance of Work</b>		50		100%	50%
a. Compliance with Labor, Environmental and Safety Standards. If LB and contract is => \$600K was 40% subcontracted to SB concerns?		30	100	60%	
b. Minimum disruption to building occupants and base outages properly handled		5	100	10%	
c. Property accountability/loss prevention		5	100	10%	
d. Quality of work (no re-work required)		10	100	20%	
<b>14. Cost Controls</b>		20		100%	20%
a. Services performed for negotiated price without adverse effect on performance		5	100	25%	
b. Reasonable and accurate proposal submitted when additional work was requested		10	100	50%	
c. Property accountability/loss prevention		5	100	25%	
<b>15. Subcontract Management</b>		15		100%	15%
a. Punchlist developed and completed within the required time frame		5	100	33%	
b. No financial difficulties regarding lower tier subcontractors, vendors, labor disputes strikes		5	100	33%	
c. Overall assessment of management effectiveness		5	100	33%	
<b>16. Timeliness and Accuracy of Performance and Reports</b>		15		100%	15%
a. Subcontractor timely in submitting schedules, reports, and billings		5	100	33%	
b. Subcontractor submitted accurate schedules, reports, and billings		5	100	33%	
c. Subcontractor completed work on time taking into account excusable delays		5	100	33%	
<b>Overall Subcontractor Performance Assessment Score</b>					100%

**\*Explanation for use of scoring sections 13-15 above .** Based on objective scores obtained from the inspections/samplings of the identified processes, enter the numeric scores into the green shaded area (Rating 0-100) corresponding to those processes. (Note, enter only the numeric portion of the score, no symbols. Example...if score is 95.5%, enter only 95.5)

**17. Reviewer narrative assessment /comments:**

Typed Name and Title of Reviewing Official:

Telephone Number:

Signature:

Date:

**18. PTL/Engineer narrative assessment /comments:**

SAK completed the proposed scope of work ahead of time of the aggressive schedule while still delivering great quality. SAK represented FBWSC well while dealing with residents affected by construction activities. SAK is highly recommended for future work

Typed Name and Title of Reviewing Official:

Telephone Number:

Ruben Contreras PTL

915 549 2176

Signature:

Date:

5/21/2015

**19. Subcontracts Analyst/Administrator narrative assessment /comments:**

Subcontractor was very responsive in meeting FBWSC administrative needs and requirements.

Typed Name and Title of Reviewing Official:

Telephone Number:

Pat Hernando, Subcontract Administrator

915-564-1332

Signature:

Date:

5/22/15

**Manager of Subcontracts narrative assessment /comments:**

The Subcontractor successfully fulfilled all contractual requirements.

Typed Name and Title of Reviewing Official:

Telephone Number:

Rebecca G. Beard, Manager of Subcontracts

910-495-1311

Signature:

Rebecca G. Beard

Date:

5/26/15

**20. Subcontractor narrative assessment /comments:**

*For reports receiving a total score of 70% or below (Unsatisfactory) or any Safety finding, a 'Corrective and Preventive Action Report' must be included.*

Typed Name and Title of Reviewing Official:

Telephone Number:

Signature:

Date:

**21. Utility Manager narrative assessment /comments:**

Corrective and Preventive Action(s) are approved: Yes No

Typed Name and Title of Reviewing Official:

Telephone Number:

Signature:

Date:

**Supplier Performance Assessment Report**  
**Rating Scheme Explanation for 'Performance Level'**

Our 'performance level' rating scheme for our Subcontractors reflects these high standards. The ratings are further defined below:

<b>Excellent</b> = 94% to 100%	Contractor initiative is evident by quality and efficiency of work performed. Areas in need of improvement are few and are minor.
<b>Very Good</b> = 86% to 93%	Performance is very effective, efficient and fully responsive to contract requirements. A few deficiencies with little or no adverse effect on overall performance; only minor deficiencies.
<b>Above Average</b> = 78% to 85%	Performance is effective and fully responsive to contract requirements. Few reportable deficiencies with little or no adverse effect on overall performance.
<b>Satisfactory</b> = 71% to 77%	Performance is equivalent to that expected of an average contractor. There are significant areas where performance is below average, but they are partially offset by areas of above average performance. Deficiencies exist with few or no offsetting areas of average or above average performance.
<b>Unsatisfactory</b> = below 71%	Performance does not meet acceptable standards in one or more areas. Remedial action is required in one or more areas; deficiencies exist in one or more areas, which adversely affect overall performance.

**Note:** To justify an *Unsatisfactory* rating, you should identify multiple significant events in each category that the subcontractor had trouble overcoming and state how it impacted the Government. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An *Unsatisfactory* rating should be supported by referencing the management tools used to notify the subcontractor of the contractual deficiencies (e.g., Management, Quality, Safety, or Environmental Deficiency Reports, or letters).

**PROCESS:**

1. The Subcontract Analyst/Administrator completes (SA) the header information of the SPAR form and sends to the applicable Project Team Leader (PTL).
2. The PTL enters scoring and narrative comments and forwards to Engineer (if applicable).
3. Engineer enters narrative comments (if applicable) and returns the form to the SA.
4. The SA enters narrative comments and forwards the document to the Manager of Subcontracts (MOS).
5. The MOS enters narrative comments and returns form to the SA.
6. The SA forwards the SPAR form to the Subcontractor and notifies the Subcontractor that if the SPAR has a total score of 70% or below (Unsatisfactory) or any Safety finding, a 'Corrective and Preventive Action Report' must be included with the Subcontractor's response.
7. The Subcontractor enters narrative comments and attaches Corrective and Preventive Action Report (if necessary) and returns to SA.
8. The SPAR and any required attachments are provided to the Utility Manager for review and approval.
9. The Utility Manager (UM) reviews the SPAR and any attachments.
  - a. If a Corrective and Preventive Action Report is attached, the UM reviews and determines if the corrective and preventive actions are acceptable.
    - i. If yes, the UM signs the SPAR and returns the form to the SA.
    - ii. If the corrective and preventive actions are not acceptable the UM indicates such in the narrative comments and the SPAR form and attachment is returned to the Subcontractor for revision until it is accepted.
    - iii. During this time the subcontractor will not receive any new subcontracts until an acceptable corrective and preventive action report is accepted by the UM.
  - b. If there are no attachments, the UM reviews the SPAR, enters narrative comments, and returns the form to the SA.
10. The SA will:
  - a. File the SPAR with the subcontract documents
  - b. Inputs the score into C2G
  - c. Uploads to SharePoint to the subcontract file and to Supplier Performance Assessment in the Qualifications folder.

## Reference Inquiry Form – Baltimore County DPW

**This side is to be completed by the Reference.**

Please base your evaluation on the job indicated and the work classifications checked on the front of this form. Please note that a follow up call will be placed upon receipt of this reference. Please provide your phone extension if applicable.

**Both pages are to be returned to Baltimore County directly to Kathy McHenry via email [kmchenry@baltimorecountymd.gov](mailto:kmchenry@baltimorecountymd.gov). The form cannot be returned to the contractor due to the confidential nature of the rating.**

### I. Experience & Quality of Work

A.	Experience of Personnel	(Max. 20 Points)	<u>20</u>
B.	Quality of Work	(Max. 20 Points)	<u>20</u>
C.	Ability to Perform	(Max. 20 Points)	<u>20</u>
D.	Timeliness	(Max. 20 Points)	<u>20</u>

II.	<b>Equipment</b> Effectiveness of Operation	(Max. 10 Points)	<u>10</u>
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III.	<b>General Performance</b> (Includes Subcontractors)	(Max. 10 Points)	<u>10</u>
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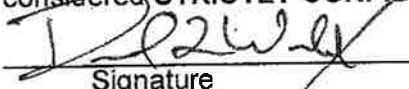
<b>Total Rating:</b>	<u>100</u>
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**Note:** A perfect score on this evaluation is 100 points. Below 60 is unacceptable.

### IV. General Comments (Your comments are greatly appreciated)

SAK does great work. The project was delivered on time and at the stated price. There were no change orders or additional cost or attempts to add cost at the end of the project.

Based on my knowledge of the aforementioned firm, I have evaluated their performance in the work classifications(s) they have indicated and rated them in comparison with other contractors performing similar work. I have included in the General Comments section additional information regarding this firm, which may be of assistance in evaluating the quality of their work. It is my understanding that all of the above information supplied here shall be considered **STRICTLY CONFIDENTIAL**.

  
Signature

Daniel L Woodcock  
Printed Name of Person Above

2/17/2016  
Date

314-713-4095  
Phone Number with Extension

of Missouri - American Water Company  
Name of Firm

727 Craig Road,  
Address of Firm

Saint Louis MO, 63141  
City, State, Zip Code

314-569-3972  
Fax Number

Submitted: 2-17-16 via email  
-DW



To Whom It May Concern:

Re: SAK Construction, LLC

Project: "CIPP Rehabilitation of Hackberry Creek Interceptor Trunk" -- City of Irving, Texas

This letter of recommendation is offered to attest to the integrity and professionalism exhibited by the manager, superintendent and crew of SAK Construction in the execution of the subject project.

All City of Irving personnel associated with the project were pleased with the results of the work and the prosecution thereof. In order to allow TV inspection of the pipes, the first task undertaken was cleaning out voluminous accumulation of debris in the interceptor and three associated siphons, a significant portion of the project -- not a primary function of SAK Construction. Through perseverance and determination, this arduous work was done effectively and efficiently.

The on-site manager suggested a change to the design of a siphon vault that improved the facility, simplified the work and reduced project cost. In short, it was a positive cost-saving measure, appreciated by the entire project team.

To SAK's credit, the work site was kept relatively neat and clean. No debris was allowed to enter the adjoining water bodies and the environmental restrictions were respected. The crews were considerate of local traffic and no safety violations were noted. Best management practices were evident and in force throughout the project term.

In general and overall, we rated SAK's performance as excellent. We will certainly welcome the company's participation in future projects and we recommend their services when cured-in-place pipe (CIPP) liners are desired.

Sincerely,

Wayne E. Lee, P.E.  
City Engineer



**Appendix H:**  
**ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation HB 1295 (Certificate) of Interested Parties)
- DOC #7 EDGAR Certifications

**FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:**

- DOC #8 Ownership Disclosure Form
- DOC #9 Non-Collusion Affidavit
- DOC #10 Affirmative Action Affidavit
- DOC #11 Political Contribution Disclosure Form
- DOC #12 Stockholder Disclosure Form

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

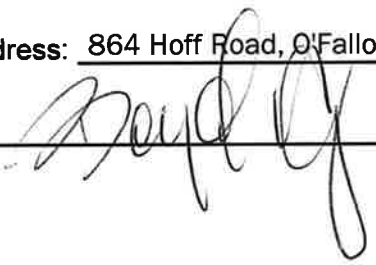
**Clean Air and Water Act**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: SAK Construction, LLC

Title of Authorized Representative: Vice President

Mailing Address: 864 Hoff Road, O'Fallon, MO 63366

Signature:  , Boyd Hirtz

DOC #2

**Debarment Notice**

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: SAK Construction, LLC

Title of Authorized Representative: Vice President

Mailing Address: 864 Hoff Road, O'Fallon, MO 63366

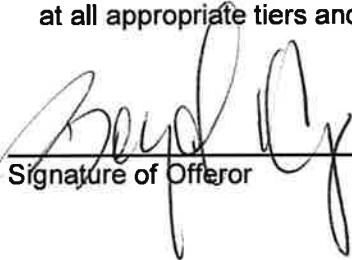
Signature: , Boyd Hirtz

**LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

  
\_\_\_\_\_, Boyd Hirtz  
Signature of Offeror

\_\_\_\_\_  
3/16/17  
Date

**CONTRACTOR CERTIFICATION REQUIREMENTS****Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

---

**Fingerprint and Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

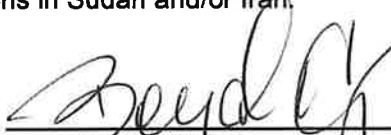
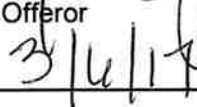
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

---

**Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

  
\_\_\_\_\_, Boyd Hirtz  
Signature of Offeror  
  
\_\_\_\_\_  
Date

DOC #5

**ANTITRUST CERTIFICATION STATEMENTS  
(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Vendor** SAK Construction, LLC

\_\_\_\_\_  
\_\_\_\_\_

**Address** 864 Hoff Road

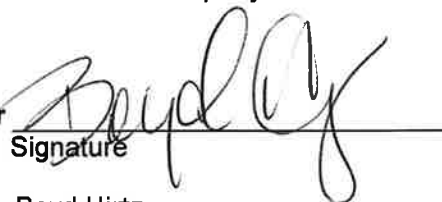
O'Fallon, MO 63366

\_\_\_\_\_

**Phone** 636.385.1000

**Fax** 636.385.1100

**Offeror**



Signature

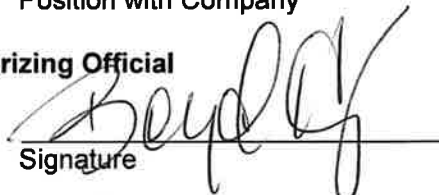
Boyd Hirtz

Printed Name

Vice President

Position with Company

**Authorizing Official**



Signature

Boyd Hirtz

Printed Name

Vice President

Position with Company



# Implementation of House Bill 1295

## **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### **Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

*Last Revision: February 16, 2016*

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

SAK Construction, LLC  
OFallon, MO United States

**Certificate Number:**  
2017-168553

**Date Filed:**  
02/17/2017

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Region 4 Education Service Center

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

17-08  
Trenchless Technology Rehabilitation and Related Products and Services

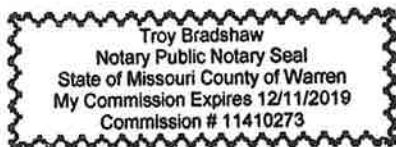
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Archibald, Roger	OFallon, MO United States		X
	Hirtz, Boyd	OFallon, MO United States		X
	Shaw, Jerome	OFallon, MO United States	X	
	Affholder, Robert	OFallon, MO United States	X	
	Kalishman, Thomas	OFallon, MO United States	X	

**5 Check only if there is NO Interested Party.**

☐

### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

*Charles Kuhnmuench*

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Charles Kuhnmuench, this the 17 day of Feb., 2017, to certify which, witness my hand and seal of office.

*Troy Bradshaw*

Signature of officer administering oath

Troy Bradshaw

Printed name of officer administering oath

*St. Estimote*

Title of officer administering oath

**EDGAR CERTIFICATIONS****ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT****TO WHOM IT MAY CONCERN:**

**REGION 4 EDUCATION SERVICE CENTER is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to REGION 4 EDUCATION SERVICE CENTER along with you proposal.**

The following certifications and provisions are required and apply when REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS  
APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES                     *BR*                     Initials of Authorized Representative of Vendor

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. REGION 4 EDUCATION SERVICE CENTER also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 EDUCATION SERVICE CENTER believes, in its sole discretion that it is in the best interest of REGION 4 EDUCATION SERVICE CENTER to do so. Vendor will be compensated for work performed and accepted and goods accepted by REGION 4 EDUCATION SERVICE CENTER as of the termination date if the contract is terminated for convenience of REGION 4 EDUCATION SERVICE CENTER. Any award under this procurement process is not exclusive and REGION 4 EDUCATION SERVICE CENTER reserves the right to purchase goods and services from other vendors when it is in REGION 4 EDUCATION SERVICE CENTER's best interest.

Does Vendor agree? YES                     *BR*                     Initials of Authorized Representative of Vendor

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES                     *BR*                     Initials of Authorized Representative of Vendor



Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C.

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

When federal funds are expended by REGION 4 EDUCATION SERVICE CENTER for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES *[Signature]* Initials of Authorized Representative of Vendor

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES BO Initials of Authorized Representative of Vendor

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES BO Initials of Authorized Representative of Vendor

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Vendor agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES BO Initials of Authorized Representative of Vendor

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES BO Initials of Authorized Representative of Vendor

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Vendor's Name: SAK Construction, LLC

Address, City, State, and Zip Code: 864 Hoff Road, O'Fallon, MO 63366

Phone Number: 636.385.1000

Fax Number: 636.385.1100

Printed Name and Title of Authorized Representative: Boyd Hirtz, Vice President

Email Address: bhirtz@sakon.com

Signature of Authorized Representative: Boyd Hirtz

Date: 3/6/17



DOC #8

**OWNERSHIP DISCLOSURE FORM**  
**(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** SAK Construction, LLC

**Street:** 864 Hoff Road

**City, State, Zip Code:** O'Fallon, MO 63366

**Complete as appropriate:**

*I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.*

**OR:**

*I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.*

**OR:**

*I \_\_\_\_\_ Boyd Hirtz \_\_\_\_\_, an authorized representative of SAK Construction, LLC, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

<b>Name</b>	<b>Address</b>	<b>Interest</b>
Thomas Kalishman	995 Green Lane, Wilson, WY 83014	65%
Robert Affholder	4657 West Little Dove Place, Marana, AZ 85653	10%
Jerome Shaw, Jr.	26 Saybridge Manor Ct., Lake St. Louis, MO 63367	10%

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

3/21/17  
**Date**

  
**Authorized Signature and Title**  
Boyd Hirtz, Vice President

**NON-COLLUSION AFFIDAVIT****Company Name:** SAK Construction, LLC**Street:** 864 Hoff Road**City, State, Zip Code:** O'Fallon, MO 63366State of ~~New Jersey~~ MissouriCounty of St. CharlesI, Boyd Hirtz of the O'Fallon  
Name Cityin the County of St. Charles, State of Missouri  
of full age, being duly sworn according to law on my oath depose and say that:I am the Vice President of the firm of SAK Construction, LLC  
Title Company Name

the offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that SAK Construction, LLC relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

SAK Construction, LLC  
Company NameBoyd Hirtz  
Authorized Signature & Title Boyd Hirtz, Vice President

Subscribed and sworn before me

this 6th day of March, 2017

Theresa H. Messer  
Notary Public of Missouri  
My commission expires March 30, 2019

SEAL



THERESA H. MESSER  
My Commission Expires  
March 30, 2019  
St. Charles County  
Commission #15634377

DOC #10

**AFFIRMATIVE ACTION AFFIDAVIT**  
**(P.L. 1975, C.127)**

**Company Name:** SAK Construction, LLC

**Street:** 864 Hoff Road

**City, State, Zip Code:** O'Fallon, MO 63366

**Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

- |  |               |
|--|---------------|
| 1. A photo copy of their <u>Federal Letter of Affirmative Action Plan Approval</u> | _____         |
| OR   |               |
| 2. A photo copy of their <u>Certificate of Employee Information Report</u>         | _____         |
| OR   |               |
| 3. A complete <u>Affirmative Action Employee Information Report (AA302)</u>        | _____ X _____ |

**Public Work – Over \$50,000 Total Project Cost:**

- |  |               |
|--|---------------|
| A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the <u>awarded project.</u> | _____ X _____ |
| B. Approved Federal or New Jersey Plan – certificate enclosed  | _____         |

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

3/6/17  
Date

Boyd Hirtz  
**Authorized Signature and Title**  
Boyd Hirtz, Vice President

**STATE OF NEW JERSEY**  
**Division of Purchase & Property**  
**Contract Compliance Audit Unit**  
**EEO Monitoring Program**

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM.** FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY <b>220-4193988</b>	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input checked="" type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY <b>397</b>
4. COMPANY NAME <b>SAK Construction, LLC</b>		
5. STREET <b>864 Hoff Rd</b>	CITY <b>O Fallon</b>	COUNTY <b>St Charles</b>
	STATE <b>MO</b>	ZIP CODE <b>63366</b>
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY
		STATE
		ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ <b>0</b>		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDDING CONTRACT		
	CITY	COUNTY
	STATE	ZIP CODE

<b>Official Use Only</b>	<b>DATE RECEIVED</b>	<b>NAUG DATE</b>	<b>ASSIGNED CERTIFICATION NUMBER</b>

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HIISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HIISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers	36	32	4	1	1	1	1	28	1	0	0	0	3	
Professionals	66	60	6	4	2	1	0	53	1	0	0	0	5	
Technicians	3	3	0	1	0	0	0	2	0	0	0	0	0	
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	
Office & Clerical	30	10	20	0	0	0	0	10	5	1	0	1	13	
Craftworkers (Skilled)	60	59	1	0	4	1	1	54	0	0	0	0	1	
Operatives (Semi-skilled)	19	19	0	4	1	0	0	14	0	0	0	0	0	
Laborers (Unskilled)	186	177	9	32	32	2	1	110	6	0	0	0	3	
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>TOTAL</b>				<b>42</b>	<b>40</b>	<b>5</b>	<b>3</b>	<b>271</b>	<b>13</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>25</b>	
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													
	1	0	1	0	0	0	0	0	0	0	0	0	0	1

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO.   DAY   YEAR
13. DATES OF PAYROLL PERIOD USED From: <b>2/19/17</b> To: <b>2/25/17</b>		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) <b>Angie Hirtz</b>	SIGNATURE 	TITLE <b>HR Manager</b>	DATE MO   DAY   YEAR <b>02   27   2017</b>
17. ADDRESS NO. & STREET <b>864 Hoff RD</b>	CITY <b>O'Fallon</b>	COUNTY <b>St. Charles</b>	STATE <b>MO</b>
	ZIP CODE <b>63366</b>	PHONE (AREA CODE, NO., EXTENSION) <b>636 - 385 - 1020</b>	

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent



## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfnmenu.shtml](http://www.nj.gov/dca/lgs/lfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## **C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

### **Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

**Required Pursuant To N.J.S.A. 19:44A-20.26**

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I - Vendor Information

<b>Vendor Name:</b>	SAK Construction, LLC		
<b>Address:</b>	864 Hoff Road		
<b>City:</b>	O'Fallon	<b>State:</b> MO	<b>Zip:</b> 63366

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Boyd Hirtz	Vice President
Signature	Printed Name	Title

## Part II – Contribution Disclosure

**Disclosure requirement.** Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.[illegible]☐ Check here if the information is continued on subsequent page(s)

### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

[illegible]

Page 57 of 157

**List of Agencies with Elected Officials Required for Political Contribution  
Disclosure  
N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED,  
CUSTOMIZABLE FORM.**

DOC #12

## STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☒ Limited Liability Corporation

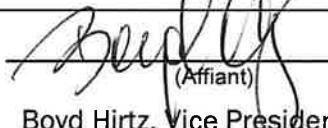
☐ Limited Liability Partnership

☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: Thomas Kalishman	Name: Robert Affholder
Home Address: 995 Green Lane, Wilson, WY 83014	Home Address: 4657 West Little Dove Place, Marana, AZ 85653
Name: Jerome Shaw, Jr.	Name:
Home Address: 26 Saybridge Manor Ct., Lake St. Louis, MO 63367	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>6th</u> day of <u>March</u> , 2017	 (Affiant)
(Notary Public) <u>Theresa H. Messer</u>	<u>Boyd Hirtz, Vice President</u> (Print name & title of affiant)
My Commission expires: <u>03/30/19</u>	(Corporate Seal)



THERESA H. MESSER  
My Commission Expires  
March 30, 2019  
St. Charles County  
Commission #15634377



**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC's OPEN RECORDS POLICY**

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:**

- ☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).*

Date

3/6/17

Authorized Signature & Title  
Boyd Hirtz, Vice President

## Pricing

### Not to Exceed Pricing

- Pricing is not to exceed for any participating entity
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

	Quantity	Unit	Unit Price
<b>Section A: Cured-in-place pipe (CIPP) reconstruction of gravity sewers</b>			
<b>Part 1 - Installation</b>			
6" x 4.5mm	1	LF	\$41.00
8" x 4.5mm	1	LF	\$31.50
10" x 6.0mm	1	LF	\$42.00
12" x 6.0mm	1	LF	\$58.00
15" x 7.5mm	1	LF	\$66.50
18" x 9.0mm	1	LF	\$82.50
21" x 9.0mm	1	LF	\$110.50
24" x 10.5mm	1	LF	\$133.00
27" x 10.5mm	1	LF	\$156.50
30" x 12.0mm	1	LF	\$184.50
33" x 12.0mm	1	LF	\$206.00
36" x 12.0mm	1	LF	\$246.50
42" x 13.5mm	1	LF	\$287.85
48" x 15.0mm	1	LF	\$412.00
54" x 18.0mm	1	LF	\$543.50
6" & 8" Additional 1.5mm	1	LF	\$1.00
10" & 12" Additional 1.5mm	1	LF	\$2.00
15" & 18" Additional 1.5mm	1	LF	\$10.00
21" & 24" Additional 1.5mm	1	LF	\$15.00
27" Additional 1.5mm	1	LF	\$25.00
30" Additional 1.5mm	1	LF	\$25.00
33" Additional 1.5mm	1	LF	\$30.00
36" Additional 1.5mm	1	LF	\$30.00
42" Additional 1.5mm	1	LF	\$40.00
48" Additional 1.5mm	1	LF	\$50.00
54" Additional 1.5mm	1	LF	\$60.00
6" - 10" Backyard Easement Setup Per Install Length	1	LF	\$4.00
12" - 18" Backyard Easement Setup Per Install Length	1	LF	\$10.00
Timber Matting for Large Diameter Setup	1	SY	\$20.00
Internal Reconnection of service connection by robotic cutter	1	EA	\$300.00
Sealing of service connection w/chemical grouting after internal reconnection, minimum quantity of 15 to be completed per mobilization.	1	EA	\$450.00
<b>Note: Any CIPP over 54" diameter will be on an individual quote basis.</b>			

### Part 2 - Clean/TV & Evaluation for Gravity Sewers associated with CIPP installation

6" - 12" Clean & TV sewer	1	LF	\$5.50
15" - 21" Clean & TV sewer	1	LF	\$11.25
24" - 33" Clean & TV sewer	1	LF	\$19.75
36" & 42" Clean & TV sewer	1	LF	\$30.50
48" & 54" Clean & TV sewer	1	LF	\$60.00
6" - 15" Post TV Inspection after Rehabilitation	1	LF	\$2.50
18" - 27" Post TV Inspection after Rehabilitation	1	LF	\$4.00
30" or Larger Post TV Inspection after Rehabilitation	1	LF	\$5.50
Re-setup for clean & TV Inspection Due to Point Repairs	1	EA	\$350.00
Root Removal (added to Clean & TV price)	1	LF	\$5.00
Grease Removal (Added to Clean & TV price)	1	LF	\$5.00
Other Remote Obstruction Removal (max. 10 LF)	1	EA	\$1,375.00
Sanitary Sewer Debris Removal/Disposal	1	TON	\$100.00
Above Ground Physical Inspection	1	LF	\$4.00

### Part 3 - Bypass pumping system for gravity sewers

Set Up 4" Pump (Per Pump)	1	EA	\$455.00
Set Up 6" Pump (Per Pump)	1	EA	\$1,060.00
Set Up 8" Pump (Per Pump)	1	EA	\$1,515.00
Set Up 12" Pump (Per Pump)	1	EA	\$2,675.00
Set Up 4" Piping	1	LF	\$37.50
Set Up 6" Piping	1	LF	\$46.50
Set Up 8" Piping	1	LF	\$80.00

Set up 12" Piping	1	LF	\$110.00
Set up 18" Piping	1	LF	\$135.00
Operate 4" Pumping System	1	DAY	\$95.00
Operate 6" Pumping System	1	DAY	\$715.00
Operate 8" Pumping System	1	DAY	\$1,145.00
Operate 12" Pumping System	1	DAY	\$1,845.00
Bypass Pumping - Lg Diam Install Projects (30" to 54")	1	LF	\$75.00
Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	EA	\$465.00
Bypass - Street Ramp (Setup, Operate, Maintain)	1	EA	\$465.00
Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF	\$68.00
Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF	\$91.00
Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF	\$113.50
Bypass Plan (3rd Party Certified)	1	EA	\$2,170.00

#### Section B: CIPP renewal of Potable Water Mains & Pressure Pipes

6" diameter liner	1	LF	\$150.00
8" diameter liner	1	LF	\$200.00
10" diameter liner	1	LF	\$250.00
12" diameter liner	1	LF	\$300.00
14" diameter liner	1	LF	\$350.00
16" diameter liner	1	LF	\$400.00
18" diameter liner	1	LF	\$450.00
20" diameter liner	1	LF	\$500.00
24" diameter liner	1	LF	\$600.00
Re-opening of service connections internally (6" to 12" host pipes only)	1	EA	\$500.00
Setup fee per liner installation	1	EA	\$3,500.00
For any pits required refer to "Installation and Valve, Hydrant or Service Connection Pits" in Section C			

#### Section C: Pipe Bursting with HDPE for Sewer Lines

HDPE DR 19			
6-inch diameter	1	LF	\$35.50
8-inch diameter	1	LF	\$40.50
10-inch diameter	1	LF	\$45.50
12-inch diameter	1	LF	\$50.50
14-inch diameter	1	LF	\$72.50
16-inch diameter	1	LF	\$93.00
18-inch diameter	1	LF	\$115.00
20-inch diameter	1	LF	\$139.00
Setup fee per Pipe Bursting segment	1	EA	\$2,000.00
Manhole Connections			
6-inch	1	EA	\$150.00
8-inch	1	EA	\$200.00
10-inch	1	EA	\$250.00
12-inch	1	EA	\$300.00
14-inch	1	EA	\$350.00
16-inch	1	EA	\$400.00
18-inch	1	EA	\$450.00
20-inch	1	EA	\$500.00
Installation and Valve, Hydrant or Service Connection Pits (add Fittings, etc. cost from <b>Section H</b> )			
6 - 12 inch pipe connection			
a) 0-4 feet deep	1	EA	\$3,500.00
b) 4-6 feet deep	1	EA	\$5,500.00
c) 6-10 feet deep	1	EA	\$7,500.00
Clean-out Installation			
4-inch	1	EA	\$375.00
6-inch	1	EA	\$475.00
For any pits required refer to "Installation and Valve, Hydrant or Service Connection Pits" <b>above</b>			
Sewer Lateral Pipe Bursting			
4-inch	1	LF	\$31.25
6-inch	1	LF	\$35.50
For any pits required refer to "Installation and Valve, Hydrant or Service Connection Pits" <b>above</b>			
Pipe fusing - applicable to all Polyethylene processes listed on this contract (typically 50 foot joints)			
Setup fee per pull segment	1	Per Segment	\$2,500.00
6 thru 12 inch	1	Per Pipe Joint	\$400.00
13 thru 18 inch	1	Per Pipe Joint	\$575.00
20 thru 24 inch	1	Per Pipe Joint	\$950.00
30 thru 42 inch	1	Per Pipe Joint	\$1,800.00
43 thru 48 inch	1	Per Pipe Joint	\$2,800.00

**Section D: Polyethylene (PE) Sewer Pipe Sliplining**

## PE Pipe DR 22.5

4-inch	1	LF	\$25.25
6-inch	1	LF	\$30.25
8-inch	1	LF	\$35.50
10-inch	1	LF	\$40.50
12-inch	1	LF	\$45.50
Installation Equipment Setup Fee per pipe liner segment insertion	1	EA	\$7,500.00
Annular Space - Grouting	1	CY	\$303.00
For access pits required refer to "Installation and Valve, Hydrant or Service Connection pits" in <b>Section C</b>			

**Section E: Manhole and Structure Rehabilitation**

Manhole Rehabilitation (std 4-ft diameter) - 1-inch Portland-based cementitious	1	VF	\$172.50
Manhole Rehabilitation (std 5-ft diameter) - 1-inch Portland-based cementitious	1	VF	\$184.00
Manhole Rehabilitation (std 6-ft diameter) - 1-inch Portland-based cementitious	1	VF	\$195.50
Manhole Rehabilitation (std 4-ft diameter) - 1-inch Calcium-aluminate-based cementitious	1	VF	\$230.00
Manhole Rehabilitation (std 5-ft diameter) - 1-inch Calcium-aluminate-based cementitious	1	VF	\$264.50
Manhole Rehabilitation (std 6-ft diameter) - 1-inch Calcium-aluminate-based cementitious	1	VF	\$299.00
Manhole Rehabilitation (std 4-ft diameter) - 125 mil Epoxy/Polyurea	1	VF	\$345.00
Manhole Rehabilitation (std 5-ft diameter) - 125 mil Epoxy/Polyurea	1	VF	\$402.50
Manhole Rehabilitation (std 6-ft diameter) - 125 mil Epoxy/Polyurea	1	VF	\$460.00
Manhole Rehabilitation (std 4-ft diameter) - 1-inch Geopolymer liner	1	VF	\$460.00
Manhole Rehabilitation (std 5-ft diameter) - 1-inch Geopolymer liner	1	VF	\$517.50
Manhole Rehabilitation (std 6-ft diameter) - 1-inch Geopolymer liner	1	VF	\$575.00
Manhole Rehabilitation (std 4-ft diameter) - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	VF	\$690.00
Manhole Rehabilitation (std 5-ft diameter) - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	VF	\$747.50
Manhole Rehabilitation (std 6-ft diameter) - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	VF	\$805.00
Rebuild Bench and Invert	1	EA	\$1,150.00
Lift/Pump Station Rehab - 125 mils Epoxy/Polyurea	1	SF	\$92.00
Lift/Pump Station Rehab - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	SF	\$201.25
Lift/Pump Station Rehab - Composite - each additional 1/2 inch cementitious liner	1	SF	\$28.75
Lift/Pump Station Rehab - 1" Geopolymer liner	1	SF	\$166.75
Lift/Pump Station Rehab - Geopolymer liner each additional 1/2 inch	1	SF	\$46.00
WWTP Structure Rehab - 125 mil Epoxy/Polyurea	1	SF	\$92.00
WWTP Structure Rehab - Composite - 1" Cementitious + 125 mils Epoxy/Polyurea	1	SF	\$201.25
WWTP Structure Rehab - Composite - each additional 1/2 inch cementitious liner	1	SF	\$28.75
WWTP Structure Rehab - 1" Geopolymer liner	1	SF	\$166.75
WWTP Structure Rehab - Geopolymer liner each additional 1/2 inch	1	SF	\$46.00
Vacuum Test Manhole (12" mainline and smaller)	1	EA	\$460.00
Holiday Test Manhole (Epoxy only)	1	EA	\$460.00
Sewer Structure Rehab (non-circular or manholes greater than 4-ft diameter) - 1" cementitious	1	SF	\$40.25
Sewer Structure Rehab (non-circular or manholes greater than 4-ft diameter) - Epoxy/Polyurea	1	SF	\$92.00
Sewer Structure Rehab (non-circular or manholes greater than 4-ft diameter) - 1" Geopolymer	1	SF	\$166.75
Installation of FRP rehab structures up to 6' depth (std 4' diameter)	1	EA	\$2,070.00
Additional depth for FRP rehab structures (std 4' diameter)	1	VF	\$460.00
All sizes installation of Manhole Chimney Seal	1	EA	\$634.80
New manhole frame and cover - 24"	1	EA	\$977.50
New manhole frame and cover - 32"	1	EA	\$1,725.00
Adjust manhole frame and cover up to 1 ft	1	EA	\$1,092.50
Adjust manhole frame and cover over 1 ft	1	VF	\$575.00
Invert installation - 4' diameter	1	EA	\$1,610.00
Invert installation - 5' diameter	1	EA	\$1,725.00
Invert installation - 6' diameter	1	EA	\$1,955.00
Invert installation - other configurations	1	SF	\$2,875.00
Grouting of heavy infiltration to facilitate manhole rehab	1	EA MH	\$1,515.00

**Section F: Gravity Sewer CIPP Lateral Renewal Systems**

4"-6" internal installation and cure of lateral liner with full wrap connection up to 20" from main	1	EA	\$2,250.00
4"-6" Internal installation of lateral liner with top hat connection up to 5' from main <15"dia - No cleanout required	1	EA	\$3,200.00
4"-6" Internal installation and cure of top hat shaped structure up to 20' from main <15"dia - Cleanout required	1	EA	\$5,000.00
4"-6" Installation and cure of structural lateral liner from main beyond 20' from main <15" dia	1	LF	\$60.00
4"-6" Installation and cure of structural lateral liner from surface clean out to main	1	LF	\$150.00
4"-6" Set-up charge per line section for installations of <20 total laterals per project	1	EA	\$2,000.00

4"-6" installation of a surface cleanout or access pit for Items #2 & #4	1	EA	\$3,000.00
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#### Section G: Spin Cast Geopolymer Pipe Lining for Sanitary and Storm Sewer Lines

30" Storm Pipe - QLS Rehabilitation - 1." Thickness	1	LF	\$517.50
36" Storm Pipe - QLS Rehabilitation - 1." Thickness	1	LF	\$368.00
42" Storm Pipe - QLS Rehabilitation - 1." Thickness	1	LF	\$402.50
48" Storm Pipe - QLS Rehabilitation - 1." Thickness	1	LF	\$465.75
54" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$546.25
60" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$661.25
66" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$822.25
72" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$977.50
78" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,063.75
84" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,236.25
90" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,380.00
96" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,725.00
102" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$2,070.00
108" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$2,645.00
Greater than 108" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$3,105.00
Non-Circular Sewer Pipe/Tunnel	1	SF	\$51.75
30" Sanitary Sewer - QLS Rehabilitation - 1." Thickness	1	LF	\$517.50
36" Sanitary Sewer - QLS Rehabilitation - 1." Thickness	1	LF	\$368.00
42" Sanitary Sewer - QLS Rehabilitation - 1." Thickness	1	LF	\$402.50
48" Sanitary Sewer - QLS Rehabilitation - 1" Thickness	1	LF	\$465.75
54" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$546.25
60" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$661.25
66" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$822.25
72" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$977.50
78" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,063.75
84" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,236.25
90" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,380.00
96" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,725.00
102" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$2,070.00
108" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$2,645.00
Greater than 108" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$3,105.00
Each Additional .5" Thickness	1	SF	\$13.80
Reinforcement with Welded Wire Fabric- 4X4W4	1	SF(of WWF)	\$17.25
Reinforcement with Rebar #3	1	LF(of Rebar)	\$11.50
Reinforcement with Rebar #4	1	LF(of Rebar)	\$23.00
Reinforcement with Rebar #5	1	LF(of Rebar)	\$46.00
Infiltration Control - Quad-Plug	1	GALLON	\$115.00
Infiltration Control - Quad-Plug	1	PAIL	\$57.50
Rebuild Invert	1	CF	\$86.25
Joint Preparation	1	LF	\$23.00
Antimicrobial Application	1	SF	\$5.75
Channel Excavation	1	CY	\$57.50
Debris Removal	1	CY	\$74.75
Clearing and Grubbing	1	AC	\$5,175.00
Tree Removal (6" – 12")	1	EA	\$1,725.00
Tree Removal (13" – 23")	1	EA	\$2.00
Tree Removal ( > 24")	1	EA	\$3,450.00
Rework Catchbasin Cover To Accept New Manhole Covers	1	EA	\$1,380.00
Service Lateral Reinstatement - Man Entry	1	EA	\$287.50

#### Section H: Additional Items which may apply to each section above

Bonds and Insurance	1	LS	*Pass Through Cost
*Bonds are a % and insurance is as quoted. These are a pass through cost.			
Pre-Construction Video	1	Day	\$1,000.00
Erosion Control	1	LF	\$1.50
Chemical Grouting	1	GAL	\$350.00
Maintenance Of Traffic (Residential/Non-DOT Regulated)			
a) Signage	1	Ea-Month	\$1,000.00
b) Flagmen	1	HR	\$45.50
c) Arrow Board	1	Day/EA	\$250.00
d) Traffic Control Plan (certified)	1	EA	\$2,500.00
Excavation/Backfill			
a) 0-4 feet deep	1	Cubic Ft	\$2.00
b) 4-6 feet deep	1	Cubic Ft	\$3.00
c) 6-10 feet deep	1	Cubic Ft	\$4.00
d) over 10 feet deep refer to Section M			

Install PVC Sewer Piping			
8" - 12"	1	LF	\$150.00
15" - 21"	1	LF	\$250.00
24" - 30"	1	LF	\$350.00
Electrofuse Couplings			
10-inch	1	EA	\$1,500.00
12-inch	1	EA	\$1,675.00
14-inch	1	EA	\$2,200.00
18-inch	1	EA	\$3,675.00
20-inch	1	EA	\$6,050.00
24-inch and larger price based on Section M time and material cost plus basis			
Poly flanges with Backup rings (bolts not included)			
10-inch	1	EA	\$1,100.00
12-inch	1	EA	\$1,150.00
14-inch	1	EA	\$1,650.00
18-inch	1	EA	\$2,350.00
20-inch	1	EA	\$2,675.00
24-inch and larger price based on Section M time and material cost plus basis			
Poly MJ Adapters with Backup rings (bolts not included)			
10-inch	1	EA	\$1,100.00
12-inch	1	EA	\$1,150.00
14-inch	1	EA	\$1,650.00
18-inch	1	EA	\$2,350.00
20-inch	1	EA	\$2,675.00
24-inch and larger price based on Section M time and material cost plus basis			
S.S. HDPE pipe stiffeners			
10-inch	1	EA	\$850.00
12-inch	1	EA	\$915.00
14-inch	1	EA	\$1,125.00
18-inch	1	EA	\$1,775.00
20-inch	1	EA	\$2,650.00
24-inch and larger price based on Section M time and material cost plus basis			
Ductile Iron 90/45/22.5 degree elbows/fittings (bolts not included)			
12"	1	EA	\$2,500.00
14"	1	EA	\$3,500.00
18"	1	EA	\$7,500.00
20"	1	EA	\$10,000.00
24"	1	EA	\$15,000.00
Mega Lugs			
12"	1	EA	\$1,500.00
14"	1	EA	\$3,500.00
18"	1	EA	\$7,500.00
20"	1	EA	\$10,000.00
24"	1	EA	\$15,000.00
Sleeves			
12"	1	EA	\$1,050.00
14"	1	EA	\$1,350.00
18"	1	EA	\$1,950.00
20"	1	EA	\$2,250.00
24-inch and larger price based on <b>Section I</b> , time and material cost plus basis			
Trench Shoring			
a) 4-6 feet deep	1	LF Trench/week	\$5.00
b) 6-10 feet deep	1	LF Trench/week	\$10.00
c) over 10 feet deep refer to section M			
Surface Restoration			
a) Sod	1	SY	\$18.00
b) 4-inch concrete	1	SY	\$72.00
c) 6-inch concrete	1	SY	\$108.00
d) 8-inch concrete	1	SY	\$126.00
e) 2-inch asphalt	1	SY	\$36.00
f) 3-inch asphalt	1	SY	\$54.00
g) 2.5-inch asphalt concrete	1	SY	\$54.00
h) Curb	1	LF	\$25.00
Material extras			
a) Lime Rock	1	Ton	\$35.00



b) 57/Washed Stone	1	Ton	\$30.00
c) Imported Sand	1	Ton	\$25.00
d) Gravel	1	Ton	\$30.00

**Section I: Time and Material Unit Rates for Change Orders**

Materials, Subcontractors and Rentals  
Markup = 15%  
Sales Taxes = Per Jurisdiction  
Labor including burdens, per diems, and lodging (may vary by area). Prevailing wage rates if applicable.

**\*Any items not included in this pricing sheet will be calculated using RS Means Cost Data, adjusted by the specified City Cost Index for verification and multiplied by 1.0 coefficient**