# **Olivehurst Public Utility District**

Agenda Item Staff Report



# Meeting Date: 07/18/24

## Item description/summary:

Consider Accepting RFB for OPUD Pipeline Replacement Project.

Olivehurst Public Utility District (OPUD) released request for Bid on June 21st for Roughly 7400 LF replacement of old Steel Main Water Main Replacement, that includes new hydrants, valves, and connection of new services to existing customers. OPUD received bids by 2'o clock on July 18, 2024. There was a total of eight (8) bid with the lowest bidder being Newland Entities, Inc. The three (3) lowest bid results were as followed:

- 1.) Newland Entities, Inc \$3,038, 541
- 2.) Lund Construction \$3,431,430.90
- 3.) Flowline Contractors Inc \$3,713,097

**Fiscal Analysis:** 

n/a

**Employee Feedback** 

n/a

# Sample Motion:

Reward bid to lowest bidder meeting all bid requirements.

Prepared by: Swarnjit Boyal, Public Work Engineer

# **BID Results & Bids Submitted**

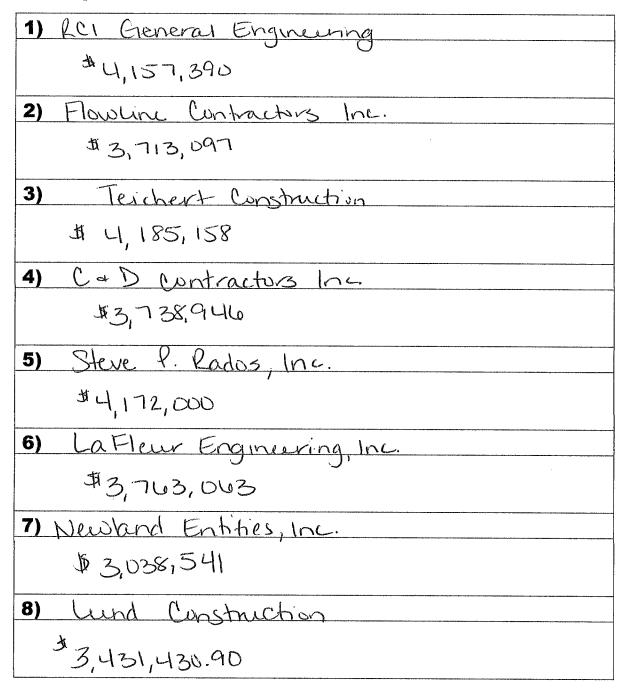
# OLIVEHURST PUBLIC UTILITY DISTRICT Bid Opening

Date/Time: 7/18/24, at \_\_\_\_\_POO P.M. Present: Public General Manager and District Clerk Location: General-Manager's Office, 1970 9th Ave, Olivehurst Board Room



Project: Historic Olivehurst Pipeline Replacement Project

The following bids were received:



#### DOCUMENT 00 41 13

## **BID FORM**

## TO OLIVEHURST PUBLIC UTILITY DISTRICT

#### THIS BID IS SUBMITTED BY:

NEWLAND ENTITIES INC

#### (Firm/Company Name)

Re: Historic Olivehurst Pipeline Replacement Project, Project Number 2024-001.

- 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **OLIVEHURST PUBLIC UTILITY DISTRICT** in the form included in the Contract Documents, Document 00 52 00 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
- Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 11 16 (Notice Inviting Bids), and Document 00 21 13 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 Days after the day of Bid opening.
- 3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, attended, or elected not to attend, the voluntary Pre-Bid Meeting, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

Addendum Number	ADDENDUM DATE	Signature of Bidder
1	7/5/24	Kolue Ceruto
2	7/12/24	Kolur Curico
3	7/15/24	Robert Crutor

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

## SCHEDULE OF BID PRICES

All Bid items, including lump sums, and alternates (if any), must be filled in completely. Bid items are described in Section 01 11 00 (Summary of Work). Quote in figures only, unless words are specifically requested.

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
1	1	Mobilization/demobilization	L.S.	N.A.	\$60,000
2	1	Traffic control plan preparation, approval, and implementation	L.S.	N.A.	\$168,000
3	1	Water pollution control plan preparation, approval, and implementation	L.S.	N.A.	\$38,900
4	1	Site Safety (sheeting, shorting and bracing)	L.S.	N.A.	\$40,000
5	300	Pothole existing facilities	EA.	\$175	\$52,500
6	1	Demolition and abandonment	L.S.	N.A.	\$32,000
7	277	New 6-inch PVC Main DR 18 (unrestrained)	L.F.	\$152	\$42,104
8	120	New 6-inch PVC Main DR 14 (restrained)	L.F.	\$162	\$19,440
9	4,830	New 8-inch PVC Main DR 18 (unrestrained)	L.F.	\$112	\$540,960
10	451	New 8-inch PVC Main DR 14 (unrestrained)	L.F.	\$112	\$50,512
11	655	New 8-inch PVC Main DR 14 (restrained)	L.F.	\$150	\$98,250
12	6	8-inch Inline Gate Valves	EA.	\$4,600	\$27,600
13	1	Undercrossing (48" Storm Drain) Via Jack and Bore Western Ave	L.S.	N.A.	\$89,000
14	1	Undercrossing (36" Storm Drain) Via Jack and Bore 8th Ave	L.S.	N.A.	\$89,000

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
15	1	Tie-In to Existing System 1/T1 (8th Ave STA 13+95)	L.S.	N.A.	\$42,275
16	1	Tie-In to Existing System 2/T1 (8th Ave STA 24+06)	L.S.	N.A.	\$26,250
17	1	Tie-In to Existing System 3/T1 (9th Ave STA 1+00)	L.S.	N.A.	\$6,200
18	1	Tie-in to Existing System 4/T1 (9th Ave STA 14+23)	L.S.	N.A.	\$4,900
19	1	Tie-in to Existing System 5/T1 (10th Ave STA 13+82)	L.S.	N.A	\$15,250
20	1	Tie-In to Existing System 6/T2 (Western Ave STA 1+11)	L.S.	N.A.	\$19,800
21	1	Tie-In to Existing System 7/T2 (Western Ave STA 21+07)	L.S.	N.A.	\$25,250
22	1	Connection to New System 8/T2 (Western Ave STA 14+22)	L.S.	N.A.	\$28,750
23	1	Connection to New System 9/T2 (Western Ave STA 7+58)	L.S.	N.A.	\$21,800
24	1	Connection to New System 10/T2 (8th Ave STA 23+80)	L.S.	N.A.	\$17,200
25	18	Install New Fire Hydrant Assembly	EA.	\$16,800	\$302,400
26	31	New Water Service – Long Side	EA.	\$5,200	\$161,200
27	35	New Water Service – Long Side with Meter Relocation	EA.	\$5,200	\$182,000
28	50	New Water Service – Short Side	EA.	\$4,800	\$240,000
29	34	New Water Service – Short Side with Meter Relocation	EA.	\$4,800	\$163,200
30	3	New Water Service – Vacant Lot	EA.	\$4,800	\$14,400

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
31	1	Flush/Pressure Test/ Disinfection	L.S.	N.A.	Type text here <b>\$40,000</b>
32	29,600	Pavement Restoration Mainline (T-Trench)	S.F.	\$4	\$118,400
33	52,000	Pavement Restoration Mainline (2" Keygrind and Overlay)	S.F.	\$4	\$208,000
34	1	Landscape and Hardscape Repairs	L.S.	N.A.	\$53,000

Total Bid Price:

Three million, thirty-eight thousand, five hundred fourty-one dollars.

(Indicate Bid Price in Words)

- 5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 11 16 (Notice Inviting Bids) and Document 00 21 13 (Instruction to Bidders).
- 6. Subcontractors for work are listed on Document 00 43 14 (Subcontractors List), submitted herewith.
- 7. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
- 8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 41 13 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 21 13 (Instructions to Bidders) within the times specified therein.
- 9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
- 10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 21 13 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to **OLIVEHURST PUBLIC UTILITY DISTRICT**.
- 11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 72 00 (General Conditions) and to complete all Work within the time specified in Document 00 52 00 (Agreement).
- 12. The undersigned Bidder agrees that, in accordance with Document 00 72 00 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 52 00 (Agreement) shall be as set forth in Document 00 52 00.
- 13. The names of all persons interested in the foregoing Bid as principals are:

licensed in accordance with an act for the registration of Contractors, and with license number: 785949 Expiration: 10/31/24

CALIFORNIA

## **ROBERT CERVANTES**

(Place of Incorporation, if Applicable)

(Principal)

(Principal)

(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Bidder)

**NOTE**: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

NEWLAND ENTITIES INC

PO BOX 3102

YUBA CITY, CA 95992

Contractor's Representative(s):	Robert Cervantes, President				
		(Name/Title)			
	(Name/Title)				
	(Name/Title)				
Officers Authorized to Sign Contracts	Robert Cervantes, Pr	esident			
		(Name/Title)			
		(Name/Title)			
		(Name/Title)			
Telephone Number(s):	530-682-2780				
	(Area Code)	(Number)			
	(Area Code)	(Number)			
Fax Number(s):	N/A				
	(Area Code)	(Number)			
	(Area Code)	(Number)			
Email Address(es):	rcervantes@newlande	entities.com			
Date of Bid:	JULY 17, 2024				

#### DOCUMENT 00 43 13

#### **BOND ACCOMPANYING BID**

KNOW ALL BY THESE PRESENTS:

That the undersigned

Newland Entities Inc.

(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, OLIVEHURST PUBLIC UTILITY DISTRICT, a <u>Special District</u>, as obligee, in the penal sum of \_\_\_\_\_\_

Ten Percent of Total Amount Bid Dollars (\$ 10% of Total

<u>Amount Bid</u>) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's Total Bid Price, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is submitting a Bid for Project Number <u>2024-001</u> for construction of the Historic Olivehurst Pipeline in the City of <u>Olivehurst</u>, CA.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guaranty, and all other endorsements, forms, and documents required under Document 00 21 13 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this <u>12th</u> day of <u>July</u>, 2024.

(Month)

Great Midwest Insurance Company
Surety

(Corporate Seal)

(Corporate Seal)

By .

Attorney in Fact , Ryan Tash

ACKNOW	LEDGMENT
A notary public or other officer completing th certificate verifies only the identity of the indi who signed the document to which this certif attached, and not the truthfulness, accuracy, validity of that document.	vidual īcate is
State of California County of Sacramento	)
07/10/201	Traci E. Nakagaki, Notary Public (insert name and title of the officer)
personally appearedRyan Tash	
who proved to me on the basis of satisfactory e subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) is/are vledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the e person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under paragraph is true and correct.	the laws of the State of California that the foregoing
WITNESS my hand and official seal.	TRACI E. NAKAGAKI COMM, #2383122 Notary Public - California
All	Sacramento County My Comm. Expires Nov. 15, 2025
Signature	_ (Seal)

# FOWER OF ATTORNEY Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

John Page, Christine Stradford, Amy E. Johnston, Brenna C. Page, Barry Page, Stephanie Raquel Nakkem, Ryan Tash, Susan Fournier, Katherine DuPont, Jasmin Lopez

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST** INSURANCE COMPANY, on the 1<sup>st</sup> day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



B. S. A. A.

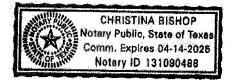
Hank w. Hant BY

Mark W. Haushill President

GREAT MIDWEST INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop Notary Public

#### CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this <u>12th</u> Day of July	, 20 <mark>_24</mark>
CORPORATE SEAL	BY Line LA
a componente	Leslie K. Shaunty Secretary
(are a particular, a surplus uses the transmission and which interest to defend any inc	wrappe company or other person, files and application for insurance of claim

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

#### **DOCUMENT 00 43 14**

#### **BIDDER REGISTRATION FORM**

## INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # 785949

Date: 07/18/2024

\_\_\_\_\_ Fed Tax I.D. # 94-3370838

Fax:

Full Corporate Name of Company: NEWLAND ENTITIES INC

Street Address: 1949 Westminster Dr Yuba City, CA 95991

Mailing Address: PO Box 3102 Yuba City, CA 95992

Phone: 530-682-2780

Name of Principal Contact: Robert Cervantes

California Department of Industrial Relations ("DIR") Number: 1000010098

Type of Business:

\_\_ Sole Proprietor \_\_ Non-Profit 501(c)(3) \_\_ other (please explain:\_\_\_\_\_

Partnership
X Corporation

**INSURANCE** (Complete all items listed below that are applicable and/or are required by Document 00 73 16, Supplemental Conditions – Insurance and Indemnification)

Workers' Compensation:

Carrier: State Compensation Insurance Fund

Address: PO Box 51092 Los Angeles, CA 90051-5392

Phone and Fax: 888-782-8338

Policy Number: 9254837-2024

## **General Liability:**

Carrier: James River Insurance Company

Address: 6641 W Broad Ste 300 Richmond, VA 23230

Phone and Fax: 804-289-2700

Policy Number: <u>00</u>116419-3

Policy Limits: \$ 1MIL	EA OCCURANCE	2M AGGREGATE	PER PROJECT
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A.M. Best Rating: A-X	
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## Automobile Liability:

Carrier: SECURITY NATIONAL INSURANCE COMPANY

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: SPP1818155-00

Policy Limits: \$ CSL 1MIL

A.M. Best Rating: A-XV-ADMITTED

# **All-Risk Course of Construction:**

Carrier:		
Address:		
Phone and Fax:		
Policy Number:		
Policy Limits: \$		
A.M. Best Rating:		
Professional Liability (if applicable):		
Carrier:		
Address:		
Phone and Fax:		
Policy Number:		
Policy Limits: \$		
A.M. Best Rating:		
Pollution Legal Liability Insurance (if app	licable):	
Carrier:		
Address:	· · · · · · · · · · · · · · · · · · ·	
Phone and Fax:		
Bidder Registration Form	00 4314 - 2	OPUD - Historic Olivehurst Pipeline Replacement Project

Policy Number: \_\_\_\_\_

Policy Limits: \$ \_\_\_\_\_

A.M. Best Rating: \_\_\_\_\_

## Excess Liability Insurance (if applicable):

Carrier: James River Insurance Company

Address: 6641 W Broad Ste 300 Richmond, VA 23230

Phone and Fax: 804-289-2700

Policy Number: 00124124-3

Policy Limits: \$ I MIL PER OCCURANCE

A.M. Best Rating: A-X

## Other Liability Insurance (if applicable):

Carrier:	
Address:	
Phone and Fax:	
Policy Number:	
Policy Limits: \$	

A.M. Best Rating: \_\_\_\_\_

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

# BIDDER: NEWLAND ENTITIES INC

(COMPANY NAME)

By: Robert Cervantes

NAME CUURTON By:

SIGNATURE

07/18/2024

DATE

President

TITLE

## SAFETY AND EXPERIENCE RECORD

The following statements as to the Bidder's safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder's interstate Experience Modification Rate for the last three years.

**2021** 100% **2022** 99% **2023** 100%

If Bidder was not eligible to obtain a formal rating from the Workers Compensation Insurance Rating Bureau for any of the years listed above, Bidder must submit written information from its workers compensation insurance company that establishes what Bidder's equivalent EMR would be.

2. Total Recordable Incident Rates (RIR)

What were Bidder's Total RIR for each of the last three years?

**2021** <u>0</u> **2022** <u>0</u> **2023** <u>0</u>

Average of last three years: 0 (no rounding)

3. Total Lost Time Incident Rates (LTIR)

What were Bidder's Total LTIR for each of the last three years?

2021 <u>0</u> 2022 <u>0</u> 2023 <u>0</u>

Average of last three years: \_\_\_\_\_ (no rounding)

4. Use Bidder's last year's Cal/OSHA 300 log to fill in the following number of injuries and illnesses:

a.	Number of lost workday cases	0
b.	Number of medical treatment cases	0
C.	Number of fatalities	0
Employee hours worked last year		22,519
State the name of Bidder's safety engineer/manager:		Robert Cervantes

Attach a resume or outline of this individual's safety and health qualifications and experience.

5.

6.

### I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

**BIDDER:** 

By: Signature

Its: PRESIDENT

Title

Date 07/18/2024

### DOCUMENT 00 4336

## SUBCONTRACTORS LIST

1. **Subcontractor's List**. The Subcontractors List must include the names of all subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount.

Name of Subcontractor and Location of Place of Business	Description of Work	Subcontractor's License No.	DIR Registration Number
Pacific Boring Caruthers, CA	Boring	553794	1000003953
Chrisp Company	Striping	374600	100000306

(Bidder to attach additional sheets if necessary)

(PUBLIC CONTRACT CODE §4100 ET SEQ.)

2. **Subcontracting Limits**. The Contractor shall perform with its own organization work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with its own organization. When items of work in the Bid schedule are preceded by the letter (S), such items shall be deemed designated "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted; the value of work subcontracted will be based on the estimated percentage of the contract item bid price, determined from information submitted by the Contractor, subject to approval by Owner.

## DOCUMENT 00 45 13

## STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

## **ARTICLE 1 – GENERAL INFORMATION**

#### 1.01 Minimum Bidder Qualifications.

- A. Bidders must be duly licensed, pursuant to the license requirements in Document 00 11 16, Article 2.01, and in accordance with the California Business & Professions Code Sections 7006, *et seq.*, and have a history of work performance sufficient to meet the requirements of a responsible bidder in the Public Contract Code Section 1103.
- B. Bidders must have five (5) years experience as a continuously operating entity engaged in the performance of similar work.
- C. Bidders must demonstrate successful completion of <u>three (3) underground utility</u> <u>replacement/installation projects within the past ten (10) years</u> that involve construction of water facilities that were of similar size and nature to the Work for Owner consideration.

### 1.02 Measurement.

- A. Bidder's compliance with the minimum qualification requirements will be measured by Bidder's experience as an operating entity and also by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.
- B. If Bidder subcontracts portions of the Work, Owner, in its determination of whether the minimum qualification requirements have been met, may consider the qualifications of the Subcontractor's supervisory personnel.
- C. The qualifications of the Key Personnel, as stated in Attachment A, are to be submitted with the Statement of Qualifications (**SOQ**), by providing the information described in this Document 00 45 13.

## 1.03 Other Requirements.

- A. Bidder's attention is called to the following minimum requirements for a Bidder to be found responsible to perform the Work:
  - 1. Financial Strength. Sufficient financial strength, stability and resources as measured by Bidder's equity, debt-to-assets ratio, and capability to finance the Work to be performed.
  - 2. Building Capacity. Ability to secure, in accordance with the Contract documents, the required forms of Construction Performance Bond and Construction Labor and Material Payment Bond. Ability to obtain required insurance with coverage values that meet minimum requirements.
  - 3. Subcontracting Prior Experience. Satisfactory experience on public works, including without limitation no history of default termination, excessively delayed completion or excessive defective work.
  - 4. Public Project Experience. Evidence that Bidder and its team, have the human and physical resources of sufficient quantity and quality to perform the Work under Contract documents in a timely and Specification-compliant manner, to include:
    - a. Construction and management organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment for the Project.
    - b. Minimum licensing requirements including evidence of a valid California contractor's license for the Bidder and evidence of requisite licenses for Key Personnel of Bidder.
    - c. Sufficiency of proposed quality assurance plan to meet the requirements of the Contract documents.
    - d. Bidder's safety record.
    - e. Minimum experience requirements of the prime contractor including the completion of

at least the minimum projects described in paragraph 1.02.C above.

- f. A field organization with skills, experience, and equipment sufficient to perform all on-Site work and necessary scheduling.
- g. Expertise of Key Personnel to accomplish the duties and responsibilities required to perform the Work under Contract documents. Minimum experience requirements of Key Personnel including the completion of three projects of similar nature and complexity and having two years of experience on projects of similar nature and complexity.
- B. [Intentionally omitted].

## ARTICLE 2 – REQUIRED CONTENTS OF SOQ SUBMISSION

### 2.01 Transmittal Letter.

A. The Transmittal Letter shall name the proposed prime contractor, its legal structure (i.e., corporation, partnership, limited partnership, joint venture). If a joint venture or partnership is proposed, Bidder shall identify partner and/or member of the joint venture and their roles and responsibilities.

### 2.02 Submittals.

- A. <u>Completed Questionnaires</u>. Bidder shall include a completed Statement of Qualification Questionnaire in the form attached to this Document 00 45 13 as <u>Attachment A</u>.
- B. <u>Resumes of Proposed Key Personnel</u>. Bidder shall provide a resume for each named Key Personnel of Bidder, to include as necessary: Years of experience; Education degrees, schools and years obtained; Professional Registrations; Fluency in English (Yes/No); At least two client references, including contact names, addresses and telephone numbers, and description of projects of a similar nature worked on in the past five years.
- C. Not Used.
- D. <u>Surety Letter re: Capability to Provide Required Performance and Payment Bonds</u>. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, and category of III or better for Owner consideration, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 61 13.13 (Construction Performance Bond) and (Construction Labor and Material Payment Bond), each in the penal sum of the Contractor's bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- E. <u>Insurer Letter re: Capability to Provide the Required Insurance</u>. Bidder shall provide a letter from an insurance underwriter, having a financial rating reasonably acceptable to Owner, confirming that the insurer will provide Bidder the required coverages and amounts specified in the Contract Documents.
- F. <u>Description of Human and Physical Resources</u>. Bidder shall identify, describe, and quantify for itself, the following technical information for the construction work: Description and location of manufacturing facilities, naming products and quantifying production capacity and current demand; Description of field organization(s), naming skills and equipment; Description of safety program quality control procedures, and safety experience; and
- G. <u>License</u>: Evidence of a valid contractor's license and required licenses of all licensees of persons

Statement of Qualifications

who are Key Personnel necessary to perform the Work.

H. <u>Litigation History</u>. Description of litigation history for the past three years including names of involved parties, nature of dispute, and disposition.

## 2.03 Format.

- A. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meet Owner's requirement. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).
- B. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 00 45 13 must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 00 45 13 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

## [NEXT PAGE - STATEMENT OF QUALIFICATION QUESTIONNAIRE]

### **DOCUMENT 00 45 13**

# ATTACHMENT A – Statement of Qualification Questionnaire

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00 21 13 (Instructions to Bidders) and Document 00 45 13 (Statement of Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

## **CONTACT INFORMATION**

Cor	Company Name: NEWLAND ENTITIES INC				
Ow	Owner of Company: ROBERT CERVANTES				
Cor	ntact Person:	Robert Cervantes			
Add	lress:	PO Box 3102 Yuba City, CA 95992			
Pho	ine:	<u>530-682-2780</u> Fax: <u>N/A</u>			
Em	ail:	rcervantes@newlandentities.com			
		PART A: GENERAL INFORMATION			
1.	Does Bidder posse the work proposed	ess a valid and current California Contractor's license for ?	Yes 📈 No		
2.	Does Bidder have Document 00 73 1	e the minimum liability insurance coverage required in 6 – Insurance and Indemnification?	Yes 🖌 No		
3.	Has Bidder's Licen	se been revoked at any time in the last five years?	Yes No 🖌		
4.		"default terminated" by an Owner (other than for as a Surety completed a contract for Bidder within the last	Yes No 🗹		
5.	Has Bidder been co in the last three yea	onvicted more than twice for failure to pay prevailing wages ars?	Yes No 🖌		
6.	Not Used.		Yes No 🖌		
7.		l listed subcontractors registered and qualified with the strial Relations pursuant to Labor Code Section 1725.5?	Yes <u> </u>		
		qualified if any answer to questions 1, 2, or 7 is No. qualified if any answer to questions 3, 4, or 5 is Yes.			
<u>(SA</u>	PAI FETY)	RT B: SAFETY, PREVAILING WAGE, DISPUTES AND BO	ONDS		
	past five years?	eral OSHA, the EPA or any Air Quality Management Agences, attach description of each citation.	y cited Bidder in the		
2.	How often does Bidder require documented safety meetings be held for: Field Supervisor Weekly <u>X</u> Bi-Weekly <u>Monthly</u> Less Than Monthly				

Statement of Qualifications

Employees	Weekly <u>X</u>	Bi-Weekly	_ Monthly	Less Than Monthly
New Hires	Weekly X	Bi-Weekly	Monthly	Less Than Monthly
Subcontractors	Weekly X	Bi-Weekly	Monthly	Less Than Monthly

- How often does Bidder conduct documented safety inspections? Quarterly X \_\_\_\_ Semi-annually \_\_\_\_\_ Annually \_\_\_\_\_ Other \_\_\_\_\_
- Does Bidder have home office safety representatives who visit/audit the job site? Quarterly X \_\_\_\_\_ Semi-annually \_\_\_\_\_ Annually \_\_\_\_\_ Other \_\_\_\_\_
- 5. What is Bidder's Interstate Experience Modification Rate? \_\_\_\_\_. (A rating in excess of [1] may constitute grounds for disqualification as non-responsible).

## (PREVAILING WAGE PROVISIONS)

 Has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence. Yes \_\_\_\_\_ No X\_\_\_\_

## (LICENSE PROVISIONS)

7. Has Bidder changed names or license numbers in the past 5 years? If so, please state reason for change.

Yes \_\_\_\_\_ No \_**X**\_\_\_ Reason:`\_\_\_\_\_\_

### (DISPUTES)

- In the past five years, has Bidder on any project that Bidder performed construction services made any written claim against any owner for additional compensation or additional time, that the owner disputed, exceeding on a per project basis an aggregate amount of \$100,000 or 10% of the original contract sum? If yes, attach description of each instance including details of total claim(s) amount, resolution description including amount, and Owner's name and phone number.
   Yes \_\_\_\_\_ No X\_\_\_\_
- 9. In the past five years, has any owner on any project that Bidder performed construction services asserted any written claim against Bidder for delay, defective work, warranty work, backcharges and/or offsets, that the Bidder disputed, exceeding on a per project basis, an aggregate amount of \$100,000 or 10% of the original contract sum? If yes, attach description of each instance including details of total claim(s) amount, resolution description including amount, and Owner's name and phone number. Yes \_\_\_\_\_ No X\_\_\_\_

#### (BONDING)

10. Bonding Capacity – Provide documentation from Bidder's surety identifying the following: Name of bonding company/surety: <u>Great Midwest Insurance Company</u>

Name of Surety Agent: Ryan Tash

Surety Agent address: 3225 Monier Circle Suite 100 Rancho Cordova, CA 95742

Surety Agent phone number: 916-737-5723

Is surety a California-admitted surety? Yes X No

Statement of Qualifications

Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes X\_\_\_\_No\_\_\_\_\_

List surety's A.M. Best Rating: A-

What is Bidder's total bonding capacity?	2 6M	
0, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,		_

What percent does Bidder pay for bonds? \_\_\_\_\_

## PART C: EXPERIENCE OF PRIME CONTRACTOR

The nature of this Project requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

## Prime Contractor

List three (3) projects involving underground utility replacement/installation that involved construction of water facilities of similar size and scope to the Work of the Contract, completed in the past ten years, and provide the name of the superintendent, project manager and scheduler. NOTE: This listing will be used to assess compliance with the stated minimum qualifications in Paragraph 1.01.

Project Name	Construction Cost (\$)	Year Completed	Name of Project Superintendent	Name of Project Manager	Name of Project Scheduler
Hensen Ranch	1,054,586	2024	Robert Cervantes	Robert Cervantes	
Harter Marketplace	1,876,688	2024	Robert Cervantes	Robert Cervantes	
Harter Estates South	1,747,400	2024	Robert Cervantes	Robert Cervantes	

# <u>Key Personnel</u>

List Key Personnel that will be assigned to the Work of the current Project and their experience/training with the projects listed above:

Project Manager: Robert Cervantes
Project Superintendent: Robert Cervantes
Project Scheduler:Robert Cervantes
Recent Projects
Provide information about three (3) of its most currently completed public projects. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications in Paragraphs 1.01. If a separate sheet is used, it must contain all of the following information:
1. Project Name:HENSON RANCH
Location: Hooper Road, Yuba City, CA
Owner: YC Hooper Ventures LLC
Owner Contact (name and phone): Mandeep Pabla 214-796-6108
Architect/Engineer:
Architect/Engineer Contact (name and phone number):
Const. Mgr. or Project Mgr. (name and phone number): Robert Cervantes 530-682-2780
Description of Project, Scope of Work Performed:
Wet and Dry Underground Utilities
Total Construction Cost:
Total Change Order Amount:
Did Change Orders exceed 10% of original contract sum? If yes, please explain on separate sheet.
Original Scheduled Date of Completion:
Time Extensions Granted (number of Days):
Actual Date of Completion:
Number of Stop Notices filed by Subcontractors or Suppliers: <u>None</u>
2. Project Name: Harter Marketplace
Location: Harter Rd Yuba City, CA
Owner: Dharni LADA Yuba City LLC
Owner Contact (name and phone): Bradley DeWitt 530-755-4334
Statement of Qualifications 00 45 13 - 7 OPUD - Historic Olivehurst

Pipeline Replacement Project

	Architect/Engineer:				
	Architect/Engineer Contact (name and phone number):				
	Const. Mgr. Or Project Mgr. (name and phone number):Robert Cervantes 530-682-2780				
	Description of Project, Scope of Work Performed:				
	Excavation, Underground Utilities and Paving				
	Total Construction Cost:1,876,688				
	Total Change Order Amount:				
	Did Change Orders exceed 10% of original contract sum? If yes, please explain on separate sheet.				
	Original Scheduled Date of Completion:				
	Time Extensions Granted (number of Days):				
	Actual Date of Completion:				
	Number of Stop Notices filed by Subcontractors or Suppliers:None				
3.	Project Name:Harter Estates South				
	Location: Harter Road, Yuba City, CA				
	Owner:DR Horton				
	Owner Contact (name and phone):				
	Architect/Engineer:				
	Architect/Engineer Contact (name and phone number):				
	Const. Mgr. Or Project Mgr. (name and phone number): Robert Cervantes 530-682-2780				
	Description of Project, Scope of Work Performed:				
	Underground Utilities				
	Total Construction Cost: 1,747,700				
	Total Change Order Amount:				
	Did Change Orders exceed 10% of original contract sum? If yes, please explain on separate sheet.				
	Original Scheduled Date of Completion:				
	Time Extensions Granted (number of Days):				
	Actual Date of Completion:				
	Number of Stop Notices filed by Subcontractors or Suppliers: None				
Sta	tement of Qualifications 00 45 13 - 8 OPUD - Historic Olivehurst Pipeline Replacement Project				

## PART D: [INTENTIONALLY OMITTED]

## PART E: FINANCIAL INFORMATION

- 1. Has Bidder ever reorganized under the protection of bankruptcy laws? Yes \_\_\_\_\_ No \_\_\_\_ If yes, please state when \_\_\_\_\_\_
- 2. If Bidder has had the general liability carrier identified in Document 00 43 14 (Bidder Registration and Safety Experience Form) for less than 5 years, please provide additional information below for balance of the last 5 years:

Agency Name: <u>River</u> Valley/Stirnaman Ins.

Contact Name: Judi Beymer

Phone Number \_\_\_\_\_530-632-3971

Carrier:	James River Insurance Co	_A.M. Best Rating: _	A-X	
Carrier:	Security National Insurance Co	_A.M. Best Rating: _	A-XV-ADMITTED	
Carrier:	State Compensation Insurance Fund	A.M. Best Rating:	N/A	

3. Has Bidder ever had insurance terminated by a carrier? Yes \_\_\_\_\_ No X\_\_\_\_\_ If yes, explain on a separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.

Bidder hereby declares under penalty of perjury that all the information provided in this questionnaire is true and correct.

· Cunta SIGNATURE

President

TITLE

#### **DOCUMENT 00 45 19**

#### NON-COLLUSION DECLARATION

#### PUBLIC CONTRACT CODE SECTION 7106

## NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the PRESIDENT of Newland Entities Inc , the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on <u>07/18/2024</u> [date], at <u>YUBA CITY</u> [city], California [state].

BIDDER'S SIGNATURE:

NAME/TITLE OF SIGNATORY:

LEGAL NAME OF BIDDER:

Robert Courts

Robert Cervantes President

Newland Entities Inc

## **DOCUMENT 00 45 46**

## **BIDDER CERTIFICATIONS**

## TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 8, below.

#### 1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

### 2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the Labor Code Section 3700, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

### 3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Section 1773, which requires the payment of prevailing wage on public projects. Contractor and any subcontractors under the Contractor shall comply with Labor Code Section 1776 regarding wage records, and with Labor Code Section 1777.5 regarding the employment and training of apprentices. Contractor is responsible to ensure compliance by any and all subcontractors performing work under this Contract.

## 4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Sections 1777.1 and 1777.7 Code, and Contractor and Subcontractors are eligible to bid and work on public works projects.

## 5. CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

## 6. CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

## 7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the

labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

## 8. CERTIFICATION REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION

By my signature hereunder, as the Contractor, I certify that Contractor, and all Subcontractors listed on Document 00 43 36 (Subcontractors List) are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. Contractor's registration number is **[please complete]**. Subcontractors' registration numbers are as indicated in Document 00 43 36.

BIDDER:	NEWLAND ENTITIES INC
	(Name of Bidder)
Date: July 18, [ <b>202</b> 4]	By: Soflet Cetuto
	(Signature)
	Name: ROBERT CERVANTES
	(Print Name)
	Its: PRESIDENT
	(Title)
	END OF DOCUMENT

## **DOCUMENT 00 45 48**

## IN-USE OFF-ROAD DIESEL-FUELED FLEETS CERTIFICATION

# TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 2, below.

 Certification of Compliance. I hereby certify that I and all of my Subcontractors will conform to the California Air Resource Board (CARB) In-Use Off-Road Diesel-Fueled Fleets requirements for all work involving the use of vehicles subject to the regulations, including, without limitation, as applicable, the Contracting Requirements in Title 13 CCR section 2449, subdivision (i), subparts (1) – (4), and the Prime Contractor Requirements in Title 13 CCR section 2449, subdivision (j), subparts (1) – (5).

**2.** <u>Instructions</u>. Check one (1) box below.

Bidder's current CARB issued Certificate of Reported Compliance accompanies this Certification. (If this box is checked, the Certificate *must be* provided.)

Bidder certifies that its work on the Project (including work of its Subcontractors) does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

BIDDER:	NEWLAND ENTITIES INC
	(Name of Bidder)
Date: July 18 , 2024	By: Bohno Court
	(Signature)
	Name:ROBERT CERVANTES
	(Print Name)
	Its: PRESIDENT
	(Title)

#### **DOCUMENT 00 41 13**

## **BID FORM**

## TO OLIVEHURST PUBLIC UTILITY DISTRICT

## THIS BID IS SUBMITTED BY:

C & D Contractors, Inc

## (Firm/Company Name)

## Re: Historic Olivehurst Pipeline Replacement Project, Project Number 2024-001.

- 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **OLIVEHURST PUBLIC UTILITY DISTRICT** in the form included in the Contract Documents, Document 00 52 00 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
- 2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 11 16 (Notice Inviting Bids), and Document 00 21 13 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 Days after the day of Bid opening.
- 3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, attended, or elected not to attend, the voluntary Pre-Bid Meeting, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

Addendum Number	ADDENDUM DATE	Signature of Bidder
1	7/3/2024	Chill.
2	7/12/24	Child Child
3	7/16/24	PhL Cl

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

# SCHEDULE OF BID PRICES

All Bid items, including lump sums, and alternates (if any), must be filled in completely. Bid items are described in Section 01 11 00 (Summary of Work). Quote in figures only, unless words are specifically requested.

ltem No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
1	1	Mobilization/demobilization	L.S.	N.A.	123,538.00
2	1	Traffic control plan preparation, approval, and implementation	L.S.	N.A.	90,272.00
3	1	Water pollution control plan preparation, approval, and implementation	L.S.	N.A.	26,330.00
4	1	Site Safety (sheeting, shorting and bracing)	L.S.	N.A.	87,383.00
5	300	Pothole existing facilities	EA.	846	253,800.00
6	1	Demolition and abandonment	L.S.	N.A.	141,179.00
7	277	New 6-inch PVC Main DR 18 (unrestrained)	L.F.	135	37,395.00
8	120	New 6-inch PVC Main DR 14 (restrained)	L.F.	145	17,400.00
9	4,830	New 8-inch PVC Main DR 18 (unrestrained)	L.F.	150	724,500.00
10	451	New 8-inch PVC Main DR 14 (unrestrained)	L.F.	151	68,101.00
11	655	New 8-inch PVC Main DR 14 (restrained)	L.F.	169	110,695.00
12	6	8-inch Inline Gate Valves	EA.	4.429	26,574.00
13	1	Undercrossing (48" Storm Drain) Via Jack and Bore Western Ave	L.S.	N.A.	69,683.00
14	1	Undercrossing (36" Storm Drain) Via Jack and Bore 8th Ave	L.S.	N.A.	69,683.00

Bid Form

00 4113 - 2

OPUD - Historic Olivehurst Pipeline Replacement Project

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
15	1	Tie-In to Existing System 1/T1 (8th Ave STA 13+95)	L.S.	N.A.	37,575.00
16	1	Tie-In to Existing System 2/T1 (8th Ave STA 24+06)	L.S.	N.A.	12,723.00
17	1	Tie-In to Existing System 3/T1 (9th Ave STA 1+00)	L.S.	N.A.	12,723.00
18	1	Tie-in to Existing System 4/T1 (9th Ave STA 14+23)	L.S.	N.A.	16,476.00
19	1	Tie-in to Existing System 5/T1 (10th Ave STA 13+82)	L.S.	N.A	17,880.00
20	1	Tie-In to Existing System 6/T2 (Western Ave STA 1+11)	L.S.	N.A.	18,584.00
21	1	Tie-In to Existing System 7/T2 (Western Ave STA 21+07)	L.S.	N.A.	19,288.00
22	1	Connection to New System 8/T2 (Western Ave STA 14+22)	L.S.	N.A.	20,695.00
23	1	Connection to New System 9/T2 (Western Ave STA 7+58)	L.S.	N.A.	16,475.00
24	1	Connection to New System 10/T2 (8th Ave STA 23+80)	L.S.	N.A.	16,476.00
25	18	Install New Fire Hydrant Assembly	EA.	17,481	314,658.00
26	31	New Water Service – Long Side	EA.	4,464	138,384.00
27	35	New Water Service – Long Side with Meter Relocation	EA.	4,893	171,255.00
28	50	New Water Service – Short Side	EA.	4,351	217,550.00
29	34	New Water Service – Short Side with Meter Relocation	EA.	4,888	166,192.00
30	3	New Water Service – Vacant Lot	EA.	5,990	17,970.00

Bid Form

00 4113 - 3

OPUD - Historic Olivehurst Pipeline Replacement Project

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
31	1	Flush/Pressure Test/ Disinfection	L.S.	N.A.	83,259.00
32	29,600	Pavement Restoration Mainline (T-Trench)	S.F.	10.5	310,800.00
33	52,000	Pavement Restoration Mainline (2" Keygrind and Overlay)	S.F.	4.2	218,400.00
34	1	Landscape and Hardscape Repairs	L.S.	N.A.	65,050.00

## Total Bid Price:

three million seven hundred thirty-eight thousand nine hundred forty-six

(Indicate Bid Price in Words)

- 5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 11 16 (Notice Inviting Bids) and Document 00 21 13 (Instruction to Bidders).
- 6. Subcontractors for work are listed on Document 00 43 14 (Subcontractors List), submitted herewith.
- 7. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
- 8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 41 13 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 21 13 (Instructions to Bidders) within the times specified therein.
- 9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
- 10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 21 13 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to OLIVEHURST PUBLIC UTILITY DISTRICT.
- 11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 72 00 (General Conditions) and to complete all Work within the time specified in Document 00 52 00 (Agreement).
- 12. The undersigned Bidder agrees that, in accordance with Document 00 72 00 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 52 00 (Agreement) shall be as set forth in Document 00 52 00.
- 13. The names of all persons interested in the foregoing Bid as principals are:

Bid Form

00 4113 - 4

OPUD - Historic Olivehurst Pipeline Replacement Project C & D Contractors, Inc

licensed in accordance with an act for the registrati number: 819680 A, B Haz	on of Contractors, and with license Expiration:5/31/2025
C & D Contractors, Inc - California	Charles Faber - President
(Place of Incorporation, if Applicable)	(Principal) David Petty - Vice President
	(Principal) Lorraine Faber - Secretary Diane Petty - Treasurer
	(Principal)
I certify (or declare) under penalty of perjury foregoing is true and correct.	under the Jaws of the State of California that the
	(Signature of Bidder)

**NOTE**: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

C & D Contractors, Inc	
PO BOX 822	······································
Nevada City, Ca 95959	
928 Taylorville Road	
<u>Grass Valley, Ca 95949</u>	

Contractor's Representative(s):

David Petty - Vice President

(Name/Title) Charles Faber - President

\_\_\_\_\_

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

David Petty - Vice President

(Name/Title) Charles Faber - President

(Name/Title)

(Name/Title)

(Number)

(Number)

(Number)

530-272-6938 Office

Telephone Number(s):

Fax Number(s):

Email Address(es):

Date of Bid:

(Area Code)

530-362-0812 David Petty Cell Phone

(Area Code) (Number)

530-274-3647 Fax Number

(Area Code)

(Area Code)

david@cdcon.com David Petty

Charliefaber60@gmail.com Charles Faber

7/18/2024

#### END OF DOCUMENT

Bid Form

#### DOCUMENT 00 43 13

#### BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned

C & D Contractors, Inc.
(Name of Contractor)
as Principal and the undersigned as Surety are held and firmly bound unto Owner, OLIVEHURST PUBLIC

UTILITY DISTRICT, a \_\_\_\_\_\_, as obligee, in the penal sum of <u>(Dollar Amount In Words)</u> <u>Ten Percent of the Total Amount Bid</u> \_\_\_\_\_) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's Total Bid Price, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is submitting a Bid for Project Number <u>2024-001</u> for construction of the <u>Historic Olivehurst Pipeline Replacement Project</u> in the City of <u>Olivehurst</u>, CA.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guaranty, and all other endorsements, forms, and documents required under Document 00 21 13 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this <u>16th</u> day of <u>July</u>, 2024. (Month)

(Corporate Seal)

Contractors, Inc.

By The Ohio Casualty Insurance Company
Surety

(Corporate Seal)

in Fact, Elizabeth Collodi

**END OF DOCUMENT** 

ACI	KNOWLEDGMENT
A notary public or other officer comp certificate verifies only the identity of who signed the document to which t attached, and not the truthfulness, a validity of that document.	of the individual this certificate is
State of California County ofButte	)
On July 16, 2024 be	fore me, <u>Sara Walliser, Notary Public</u> (insert name and title of the officer)
his/her/their authorized capacity(ies), a person(s), or the entity upon behalf of v	Elizabeth Collodi sfactory evidence to be the person(s) whose name(s) is/are d acknowledged to me that he/she/they executed the same in and that by his/her/their signature(s) on the instrument the which the person(s) acted, executed the instrument. Y under the laws of the State of California that the foregoing
WITNESS my hand and official seal. Signature	SARA WALLISER COMM. # 2449544 OUNTY OF BUTTE COMM. Expires NUL 5, 2027 (Seal)

.

1



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

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

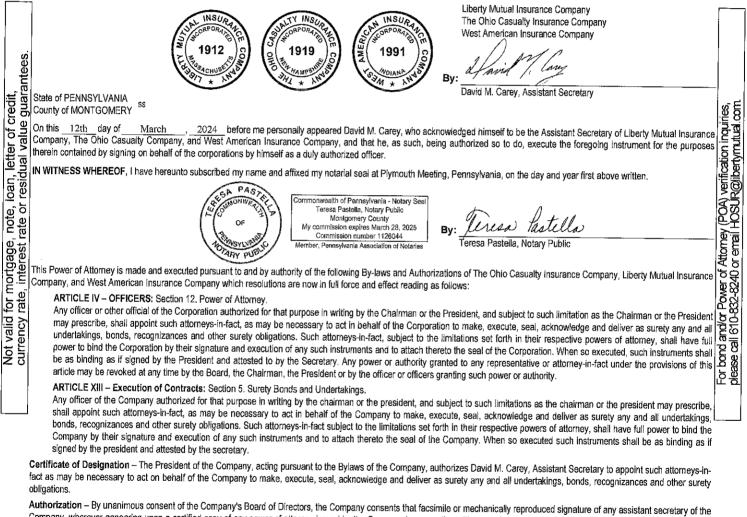
Certificate No: 8211474-971829

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Breanna Boatright, Tony Clark, Elizabeth Collodi, Brad Espinosa, Matthew Foster, Dineen Fraser, John Hopkins, Jennifer Lakmann, Kathleen Le, Kris Lopes, Jason March, Cassandra Medina, Deanna Quintero, Rence Ramsey, Bill Rapp, Paula Senna, Pam Sey, Sharon Smith, Mike Taylor, Peggy Trusty, Sara Walliser, Phil Watkins, Samantha Watkins, John Weber, Mindy Whitehouse, Steven L. Williams

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this <u>12th</u> day of <u>March</u>, <u>2024</u>.



Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of July , 2024



LMS-12873 LMIC OCIC WAIC Multi Co 02/21

#### **DOCUMENT 00 43 14**

# **BIDDER REGISTRATION FORM**

INDEPENDENT C	ONTRACTOR RE	GISTRATION		
Contractor's Licens	81968( se #	319680 A, B expires 5/31/2025		
7/10/0004				94-3413995
Full Corporate Name of Compar				
Street Address:	928 Taylorville Ro	oad, Grass Valley,	Ca 95949	
Mailing Address:	PO Box 822, Nev	rada City, Ca 9595	9	
Phone:530-272	-6938	Fax;	530-274-36	547
Name of Principal (	Davie	d Petty		
California Departmo			400	0012704 expires 6/30/2025
Type of Business:		Sole Proprietor Non-Profit 501(c other (please ex	:)(3)	Partnership X Corporation

**INSURANCE** (Complete all items listed below that are applicable and/or are required by Document 00 73 16, Supplemental Conditions – Insurance and Indemnification)

# Workers' Compensation:

Carrier:	Sta	ate Compensation I	nsurance Fund		
Address: _	970	Reserve Drive, Su	ite 170, Roseville CA 956	78	 <del> </del>
Phone and	Fax:	916-784-9292	916-784-0202		 
Policy Num	ber:	9361571-2024			<u></u>

# General Liability:

Carrier:	National Fire Insura	nce Co of Hartford	
Address:	151 N Franklin, Chic	cago IL 60606	 
Phone and Fax	916-784-9292	916-784-0202	 
Policy Number:	7040023917	· · · · · · · · · · · · · · · · · · ·	 

Bidder Registration Form

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Policy Limits: \$ \_\_\_\_1,000,000/2,000,000

A.M. Best Rating: \_\_\_\_A XV

# Automobile Liability:

Carrier:	Transportation Insurance Company			
Address:	151 N Franklin St., Chicago IL 60606			
Phone and Fax:	916-784-9292 916-784-0202			
Policy Number:	BUA 7040023920			
Policy Limits: \$	1,000,000			
A.M. Best Rating: _	A XV			

## All-Risk Course of Construction:

Carrier:	The Continental Insurance Company				
Address:	151 N Franklin St.,	Chicago IL 60606		· · · · ·	
Phone and Fax:	916-784-9292	916-784-0202			
Policy Number:	7040235717				
	TBD				
A.M. Best Rating	A XV				

# Professional Liability (if applicable):

Carrier:	Specialty Insurance	e Company			
Address:499 V	Vashington Blvd 8t	h Floor, Jersey City NJ 07310			
Phone and Fax:	916-784-9292	916-784-0202		<u> </u>	
Policy Number: _	ER00X3323		<b></b>	<b>*· * *</b> <u>*</u>	
Policy Limits: \$ _	1,000,000			<u> </u>	
A.M. Best Rating	A XV			<u> </u>	—

# Pollution Legal Liability Insurance (if applicable):

Carrier:	Aspen Specialty Ins	pen Specialty Insurance Company			
Address:	499 Washington Blv	vd 8th Floor, Jersey City NJ 07310	<b>1. 1. 1. 1. 1.</b>		
Phone and Fax:	916-784-9292	916-784-0202			

Bidder Registration Form

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Policy Number:	ER00X3323			
Policy Limits: \$	3,000,000		<u> </u>	
A.M. Best Rating: _	A XV		<u> </u>	

# Excess Liability Insurance (if applicable):

Carrier:	The Continental Insurance Company
Address:	151 N Franklin St. Chicago IL 60606
Phone and Fax:	916-784-9292 916-784-0202
Policy Number:	CUE 7040023898
Policy Limits: \$	5,000,000/5,000,000
A.M. Best Rating:	A XV
	surance (if applicable):

Carrier:	<u> </u>	 	_	 		
Address:						
Phone and Fax:						
Policy Number:						
Policy Limits: \$						
A.M. Best Rating:					 	

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER: Ct DContractor	
(COMPANY NAME) By: Charles Faber	
By: <u>Viviestadev</u> Name,	TITLE
	Tiplai
SIGNATURE	DATE 118 24
By:	7/18/24

Bidder Registration Form

#### SAFETY AND EXPERIENCE RECORD

The following statements as to the Bidder's safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder's interstate Experience Modification Rate for the last three years.

**2021** 70 **2022** 81 **2023** 92

If Bidder was not eligible to obtain a formal rating from the Workers Compensation Insurance Rating Bureau for any of the years listed above, Bidder must submit written information from its workers compensation insurance company that establishes what Bidder's equivalent EMR would be.

2. Total Recordable Incident Rates (RIR)

What were Bidder's Total RIR for each of the last three years?

2021	<sup>1</sup> 2022	0	2023	1

Average of last three years: \_\_\_\_\_ (no rounding)

3. Total Lost Time Incident Rates (LTIR)

What were Bidder's Total LTIR for each of the last three years?

**2021** <u>3.07</u> **2022** <u>0.00</u> **2023** <u>2.76</u>

Average of last three years: \_\_\_\_\_(no rounding)

4. Use Bidder's last year's Cal/OSHA 300 log to fill in the following number of injuries and illnesses:

a.	Number of lost workday cases	1
b.	Number of medical treatment cases	0
C.	Number of fatalities	0
Emp	oloyee hours worked last year	72,532
Stat	e the name of Bidder's safety engineer/manager:	Ben Hajduk

Attach a resume or outline of this individual's safety and health qualifications and experience.

Ben Hajduk, Project Engineer & Safety Coordinator

- Haz Wopper 40

- Osha 10

- CPR Certified

5.

6.

# I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER:	Λ	
ву:	Signature	
Charles Faber Its:	-	
	Title	
7/18/2024 Date		

END OF DOCUMENT

**Bidder Registration Form** 

#### DOCUMENT 00 4336

## SUBCONTRACTORS LIST

1. **Subcontractor's List**. The Subcontractors List must include the names of all subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount.

Name of Subcontractor and Location of Place of Business	Description of Work	Subcontractor's License No.	DIR Registration Number
S. Miller Paving, Inc 10143 Chances R Road Penn Valley, Ca 95946	Paving	761726, A Expires 11/30/2024	1000025971 Expires 6/30/2025
Pacific Boring Incorporated PO BOX 727 Caruthers, CA 93609	Boring	553794, A, C61/D09 Expires 1/31/2025	1000003953 Expires 6/30/2025

(Bidder to attach additional sheets if necessary)

(PUBLIC CONTRACT CODE §4100 ET SEQ.)

Subcontractors List

00 4336 - 1

2. **Subcontracting Limits**. The Contractor shall perform with its own organization work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with its own organization. When items of work in the Bid schedule are preceded by the letter (S), such items shall be deemed designated "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted; the value of work subcontracted will be based on the estimated percentage of the contract item bid price, determined from information submitted by the Contractor, subject to approval by Owner.

#### END OF DOCUMENT

Subcontractors List

#### DOCUMENT 00 45 13

#### STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

### ARTICLE 1 - GENERAL INFORMATION

## 1.01 Minimum Bidder Qualifications.

- A. Bidders must be duly licensed, pursuant to the license requirements in Document 00 11 16, Article 2.01, and in accordance with the California Business & Professions Code Sections 7006, *et seq.*, and have a history of work performance sufficient to meet the requirements of a responsible bidder in the Public Contract Code Section 1103.
- B. Bidders must have five (5) years experience as a continuously operating entity engaged in the performance of similar work.
- C. Bidders must demonstrate successful completion of <u>three (3) underground utility</u> replacement/installation projects within the past ten (10) years that involve construction of water facilities that were of similar size and nature to the Work for Owner consideration.

#### 1.02 Measurement.

- A. Bidder's compliance with the minimum qualification requirements will be measured by Bidder's experience as an operating entity and also by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.
- B. If Bidder subcontracts portions of the Work, Owner, in its determination of whether the minimum qualification requirements have been met, may consider the qualifications of the Subcontractor's supervisory personnel.
- C. The qualifications of the Key Personnel, as stated in Attachment A, are to be submitted with the Statement of Qualifications (**SOQ**), by providing the information described in this Document 00 45 13.

#### 1.03 Other Requirements.

- A. Bidder's attention is called to the following minimum requirements for a Bidder to be found responsible to perform the Work:
  - 1. Financial Strength. Sufficient financial strength, stability and resources as measured by Bidder's equity, debt-to-assets ratio, and capability to finance the Work to be performed.
  - 2. Building Capacity. Ability to secure, in accordance with the Contract documents, the required forms of Construction Performance Bond and Construction Labor and Material Payment Bond. Ability to obtain required insurance with coverage values that meet minimum requirements.
  - 3. Subcontracting Prior Experience. Satisfactory experience on public works, including without limitation no history of default termination, excessively delayed completion or excessive defective work.
  - 4. Public Project Experience. Evidence that Bidder and its team, have the human and physical resources of sufficient quantity and quality to perform the Work under Contract documents in a timely and Specification-compliant manner, to include:
    - a. Construction and management organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment for the Project.
    - b. Minimum licensing requirements including evidence of a valid California contractor's license for the Bidder and evidence of requisite licenses for Key Personnel of Bidder.
    - c. Sufficiency of proposed quality assurance plan to meet the requirements of the Contract documents.
    - d. Bidder's safety record.
    - e. Minimum experience requirements of the prime contractor including the completion of

Statement of Qualifications

00 45 13 - 1

- at least the minimum projects described in paragraph 1.02.C above.
- f. A field organization with skills, experience, and equipment sufficient to perform all on-Site work and necessary scheduling.
- g. Expertise of Key Personnel to accomplish the duties and responsibilities required to perform the Work under Contract documents. Minimum experience requirements of Key Personnel including the completion of three projects of similar nature and complexity and having two years of experience on projects of similar nature and complexity.
- B. [Intentionally omitted].

# ARTICLE 2 – REQUIRED CONTENTS OF SOQ SUBMISSION

#### 2.01 Transmittal Letter.

A. The Transmittal Letter shall name the proposed prime contractor, its legal structure (i.e., corporation, partnership, limited partnership, joint venture). If a joint venture or partnership is proposed, Bidder shall identify partner and/or member of the joint venture and their roles and responsibilities.

#### 2.02 Submittals.

- A. <u>Completed Questionnaires</u>. Bidder shall include a completed Statement of Qualification Questionnaire in the form attached to this Document 00 45 13 as <u>Attachment A</u>.
- B. <u>Resumes of Proposed Key Personnel</u>. Bidder shall provide a resume for each named Key Personnel of Bidder, to include as necessary: Years of experience; Education degrees, schools and years obtained; Professional Registrations; Fluency in English (Yes/No); At least two client references, including contact names, addresses and telephone numbers, and description of projects of a similar nature worked on in the past five years.
- C. Not Used.
- D. <u>Surety Letter re: Capability to Provide Required Performance and Payment Bonds</u>. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, and category of III or better for Owner consideration, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 61 13.13 (Construction Performance Bond) and (Construction Labor and Material Payment Bond), each in the penal sum of the Contractor's bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- E. <u>Insurer Letter re: Capability to Provide the Required Insurance</u>. Bidder shall provide a letter from an insurance underwriter, having a financial rating reasonably acceptable to Owner, confirming that the insurer will provide Bidder the required coverages and amounts specified in the Contract Documents.
- F. <u>Description of Human and Physical Resources</u>. Bidder shall identify, describe, and quantify for itself, the following technical information for the construction work: Description and location of manufacturing facilities, naming products and quantifying production capacity and current demand; Description of field organization(s), naming skills and equipment; Description of safety program quality control procedures, and safety experience; and
- G. License: Evidence of a valid contractor's license and required licenses of all licensees of persons

Statement of Qualifications

00 45 13 - 2

who are Key Personnel necessary to perform the Work.

H. <u>Litigation History</u>. Description of litigation history for the past three years including names of involved parties, nature of dispute, and disposition.

#### 2.03 Format.

- A. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meet Owner's requirement. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).
- B. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 00 45 13 must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 00 45 13 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

# [NEXT PAGE - STATEMENT OF QUALIFICATION QUESTIONNAIRE]

#### **DOCUMENT 00 45 13**

# ATTACHMENT A – Statement of Qualification Questionnaire

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00 21 13 (Instructions to Bidders) and Document 00 45 13 (Statement of Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

#### **CONTACT INFORMATION**

Company Name:								
Owner of Company:	wner of Company: Charles Faber President, David Petty Vice President							
Contact Person:	David Petty							
Address:	PO Box 822, Nevada City, CA 95959							
Phone:	530-272-6938	Fax:	530-274-3647					
Email:	david@cdcon.com							
	PART A: GEN		ATION					
1. Does Bidder poss the work proposed	ess a valid and current C d?	alifornia Contra	ctor's license for	Yes <u>X</u> No				
2. Does Bidder hav Document 00 73 1	e the minimum liability ir 6 – Insurance and Indemr	nsurance cover dification?	age required in	Yes No				

- 3. Has Bidder's License been revoked at any time in the last five years? Yes No X
- 4. Has Bidder been "default terminated" by an Owner (other than for Yes <u>No X</u> convenience), or has a Surety completed a contract for Bidder within the last five years?
- 5. Has Bidder been convicted more than twice for failure to pay prevailing wages Yes \_\_\_\_ No \_\_\_\_ in the last three years?

6.	Not Used.	Yes	_No
7.	Are Bidder and all listed subcontractors registered and qualified with the Department of Industrial Relations pursuant to Labor Code Section 1725.5?	Yes X	_ No

Bidder may be disqualified if any answer to questions 1, 2, or 7 is No. Bidder may be disqualified if any answer to questions 3, 4, or 5 is Yes.

# PART B: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS

#### (SAFETY)

- Has Cal/OHSA, Federal OSHA, the EPA or any Air Quality Management Agency cited Bidder in the past five years? Yes X\_No \_\_\_\_ If yes, attach description of each citation.
- How often does Bidder require documented safety meetings be held for: Field Supervisor Weekly X Bi-Weekly Monthly Less Than Monthly

Statement of Qualifications

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Employees	Weekly X	Bi-Weekly	Monthly	Less Than Monthly
New Hires	Weekly <u>X</u>	Bi-Weekly	Monthly	Less Than Monthly
Subcontractors	Weekly X	Bi-Weekly	Monthly	Less Than Monthly

- 3. How often does Bidder conduct documented safety inspections? Quarterly \_\_\_\_\_ Semi-annually \_\_\_\_\_ Annually \_\_\_\_\_ Other \_\_\_\_\_\_
- 4. Does Bidder have home office safety representatives who visit/audit the job site? Quarterly \_\_\_\_\_ Semi-annually \_\_\_\_\_ Annually \_\_\_\_\_ Other \_\_\_\_\_\_ Weekly
- 5. What is Bidder's Interstate Experience Modification Rate? <u>92%</u>. (A rating in excess of **[1]** may constitute grounds for disqualification as non-responsible).

#### (PREVAILING WAGE PROVISIONS)

Has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence.
 Yes X No See attached

#### (LICENSE PROVISIONS)

7. Has Bidder changed names or license numbers in the past 5 years? If so, please state reason for change.

Yes \_\_\_\_\_ No \_X \_\_\_\_ Reason:`\_\_\_\_\_\_

#### (DISPUTES)

- 8. In the past five years, has Bidder on any project that Bidder performed construction services made any written claim against any owner for additional compensation or additional time, that the owner disputed, exceeding on a per project basis an aggregate amount of \$100,000 or 10% of the original contract sum? If yes, attach description of each instance including details of total claim(s) amount, resolution description including amount, and Owner's name and phone number. Yes \_\_\_\_\_ No \_X\_\_\_
- 9. In the past five years, has any owner on any project that Bidder performed construction services asserted any written claim against Bidder for delay, defective work, warranty work, backcharges and/or offsets, that the Bidder disputed, exceeding on a per project basis, an aggregate amount of \$100,000 or 10% of the original contract sum? If yes, attach description of each instance including details of total claim(s) amount, resolution description including amount, and Owner's name and phone number. Yes \_\_\_\_\_ No \_\_X\_\_\_

#### (BONDING)

10. Bonding Capacity – Provide documentation from Bidder's surety identifying the following: Name of bonding company/surety: <u>The Ohio</u> Casualty Insurance Company

Name of Surety Agent: <sup>II</sup>	InterWest Insurance Services, LLC				
Surety Agent address:1	357 E Lassen Avenue, Chico, Ca	95973			
Surety Agent phone number:	800-873-3725				
Is surety a California-admitte	d surety? Yes <u>X</u> No	-			
Statement of Qualifications	00 45 13 - 5	OPUD - Historic Olivehurst			

Pipeline Replacement Project

Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes X\_\_\_No\_\_\_\_\_

List surety's A.M. Best Rating: A(Excellent)

What is Bidder's total bonding capacity? \$7MM Single/\$20MM Aggregate

What percent does Bidder pay for bonds? \_\_\_\_\_2%

# PART C: EXPERIENCE OF PRIME CONTRACTOR

The nature of this Project requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

## Prime Contractor

List three (3) projects involving underground utility replacement/installation that involved construction of water facilities of similar size and scope to the Work of the Contract, completed in the past ten years, and provide the name of the superintendent, project manager and scheduler. NOTE: This listing will be used to assess compliance with the stated minimum qualifications in Paragraph 1.01.

Project Name	Construction Cost (\$)	Year Completed	Name of Project Superintendent	Name of Project Manager	Name of Project Scheduler
TDPUD Pipeline Replacement Project Install New Water main & Pipeline Replacement	\$2,681,985.00	2022	Ben Hajduk	David Petty	David Petty
Ophir Road Water Treatment Plant Project 48" Waterline, Water Treatment Plant, Wetlands & Lift Station	\$1,874819.00	2021	Ben Hajduk	David Petty	David Petty
TDPUD Pioneer Trail Pipeline Water Main , Pipeline Replacement includes Hard Rock Excavation	\$4,497,043.00	2023	Ben Hajduk	David Petty	David Petty

Statement of Qualifications

#### Key Personnel

List Key Personnel that will be assigned to the Work of the current Project and their experience/training with the projects listed above:

Project Manager: \_\_\_\_\_\_\_ David Petty, TDPUD Pioneer Trail Pipeline, TDPUD Pipeline Replacement & Ophir Road Project

Ben Hajduk, TDPUD Pioneer Trail Pipeline, TDPUD Pipeline & Ophir Road Project

Project Scheduler: \_\_\_\_\_\_\_\_ David Petty, TDPUD Pioneer Trail Pipeline, TDPUD Pipeline & Ophir Road Project

#### Recent Projects

Provide information about three (3) of its most currently completed public projects. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications in Paragraphs 1.01. If a separate sheet is used, it must contain all of the following information:

1. Project Name: \_\_\_\_\_\_ TDPUD Pipeline Replacement Project

	Location: Truckee, CA					
	Owner:					
	Owner Contact (name and phone):					
	Architect/Engineer:					
	Architect/Engineer Contact (name and phone number):					
	Const. Mgr. or Project Mgr. (name and phone number):					
	Description of Project, Scope of Work Performed: Install New Water Main, Pipeline & Services					
	Total Construction Cost: \$2,681,985.00					
	Total Change Order Amount:					
	Did Change Orders exceed 10% of original contract sum? <u>No</u> If yes, please explain on separate sheet.					
	2022 Original Scheduled Date of Completion:					
	Time Extensions Granted (number of Days):					
	Actual Date of Completion:2022					
	Number of Stop Notices filed by Subcontractors or Suppliers:None					
2.	Project Name:PCWA Ophir Road Water Treatment Plant & Wetlands					
	Location:10715 Ophir Road, Auburn, CA 95603					
	Owner: Placer County Water Agency					
	Owner Contact (name and phone):					
Stat	ement of Qualifications 00 45 13 - 7 OPUD - Historic Olivehurst Pipeline Replacement Project					

	F	tev. 1
June	17th,	2024

	Architect/Engineer:Mike Chancellor 530-863-3815				
	Architect/Engineer Contact (name and phone number):Mike Chancellor 530-863-3815				
	Const. Mgr. Or Project Mgr. (name and phone number):				
	Description of Project, Scope of Work Performed:				
	Water treatment Plant , Lift Station, & Wetlands - Includes 48" & 60" Pipelines				
	Total Construction Cost:\$1,874,819.00				
	Total Change Order Amount:				
	Did Change Orders exceed 10% of original contract sum? <u>No</u> If yes, please explain or separate sheet.				
	Original Scheduled Date of Completion:				
	Time Extensions Granted (number of Days):				
	Actual Date of Completion: 2021				
	Number of Stop Notices filed by Subcontractors or Suppliers:None				
3.	Project Name:				
	Location:Truckee, CA				
	Owner:Truckee Donner Public Utility District				
	Owner Contact (name and phone):				
	Architect/Engineer: Neil Kaufman 530-582-3950				
	Architect/Engineer Contact (name and phone number):				
	Const. Mar. Or Project Mar. (name and phone number):				
	Description of Project, Scope of Work Performed:				
	Water Main & Pipeline includes Hard Rock Excavation				
	Total Construction Cost: \$4,497,043.00				
	Total Change Order Amount:				
	Did Change Orders exceed 10% of original contract sum? <u>No</u> If yes, please explain on separate sheet.				
	Original Scheduled Date of Completion:2023				
	Time Extensions Granted (number of Days):0				
	Actual Date of Completion: 2023				
	Number of Stop Notices filed by Subcontractors or Suppliers:None				
	ement of Qualifications				

Statement of Qualifications 00 45 13 - 8 OPUD - Histo

OPUD - Historic Olivehurst Pipeline Replacement Project 

# PART D: [INTENTIONALLY OMITTED]

# PART E: FINANCIAL INFORMATION

- Has Bidder ever reorganized under the protection of bankruptcy laws? Yes \_\_\_\_\_ No \_\_X If yes, please state when \_\_\_\_\_\_
- 2. If Bidder has had the general liability carrier identified in Document 00 43 14 (Bidder Registration and Safety Experience Form) for less than 5 years, please provide additional information below for balance of the last 5 years:

	Agency Name: _	Sheppard & Associates				
	Contact Name: _	Heath Sheppard				
	Phone Number _	916-7824-9202 046 794 0202				
	Carrier:	Colony Insurance Company	A.M. Best Rating:	A-XIII		
	Carrier:		A.M. Best Rating: _			
3.	Has Bidder ever	had insurance terminated by a a separate signed sheet marke	carrier? Yes No.	X		
Bido true	Bidder hereby declares under denalty of perjury that all the information provided in this questionnaire is true and corfect.					
SIG	NATURE					
Cł	arles Faber, Presid	ent				

TITLE

END OF DOCUMENT

#### **DOCUMENT 00 45 19**

#### NON-COLLUSION DECLARATION

# PUBLIC CONTRACT CODE SECTION 7106

# NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_\_ of \_\_\_\_\_ C & D Contractors, Inc, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on <u>[/18/2024</u> [date], at <u>Grass Valley</u> [city], California [state].

BIDDER'S SIGNATURE:

NAME/TITLE OF SIGNATORY:

LEGAL NAME OF BIDDER:

Charles Faber, President

C & D Contractors, Inc

END OF DOCUMENT

Non-Collusion Declaration (CSA)

#### DOCUMENT 00 45 46

#### **BIDDER CERTIFICATIONS**

# TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 8, below.

#### 1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

# 2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the Labor Code Section 3700, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

# 3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Section 1773, which requires the payment of prevailing wage on public projects. Contractor and any subcontractors under the Contractor shall comply with Labor Code Section 1776 regarding wage records, and with Labor Code Section 1777.5 regarding the employment and training of apprentices. Contractor is responsible to ensure compliance by any and all subcontractors performing work under this Contract.

# 4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Sections 1777.1 and 1777.7 Code, and Contractor and Subcontractors are eligible to bid and work on public works projects.

#### 5. CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

## 6. CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

# 7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the

Bidder Certifications

00 45 46 - 1

labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

# 8. CERTIFICATION REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION

By my signature hereunder, as the Contractor, I certify that Contractor, and all Subcontractors listed on Document 00 43 36 (Subcontractors List) are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. Contractor's registration number is **[please complete]** 1000012704 Subcontractors' registration numbers are as indicated in Document 00 43 36.

			END O	F DOCUMENT	(Title)	
			lts:	President		
			_		(Print Name)	
			Name:	Charles Faber		
				Cero	(Signature)	
Date: _	7/18	, <b>[202</b> <u>4]</u>	Ву:	Phl	(Name of Bidder)	
BIDDEF	R:		_ C & D	Contractors, Inc		

#### **DOCUMENT 00 45 48**

# IN-USE OFF-ROAD DIESEL-FUELED FLEETS CERTIFICATION

# TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 2, below.

 <u>Certification of Compliance</u>. I hereby certify that I and all of my Subcontractors will conform to the California Air Resource Board (CARB) In-Use Off-Road Diesel-Fueled Fleets requirements for all work involving the use of vehicles subject to the regulations, including, without limitation, as applicable, the Contracting Requirements in Title 13 CCR section 2449, subdivision (i), subparts (1) – (4), and the Prime Contractor Requirements in Title 13 CCR section 2449, subdivision (j), subparts (1) – (5).

2. <u>Instructions</u>. Check one (1) box below.

Bidder's current CARB issued Certificate of Reported Compliance accompanies this Certification. (If this box is checked, the Certificate *must be* provided.)

Bidder certifies that its work on the Project (including work of its Subcontractors) does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

BIDDER:		C & D Contractors, Inc
Date:	, 2024	By:(Name of Bidder)
		(Signature)
		Charles Faber
		(Print Name)
		Its:President
		(Title)
		END OF DOCUMENT

CARB IUOR Fleet Certification



# Attachment A



# Contractor's License Detail for License # 819680

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

## Data current as of 7/16/2024 4:19:11 PM

#### Business Information

C & D CONTRACTORS INC P O BOX 822 NEVADA CITY, CA 95959 Business Phone Number:(530) 272-6938

EntityCorporationIssue Date05/14/2003Expire Date05/31/2025

License Status

This license is current and active.

All information below should be reviewed,

Classifications

- B GENERAL BUILDING
- A GENERAL ENGINEERING

#### Certifications

HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with OHIO CASUALTY INSURANCE COMPANY (THE). Bond Number: D10096C Bond Amount: \$25,000 Effective Date: 01/01/2023 Contractor's Bond History

#### Bond of Qualifying Individual

The qualifying individual DAVID TED PETTY certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 05/14/2003

Workers' Compensation

This license has workers compensation insurance with the AMERICAN CASUALTY COMPANY OF READING PA Policy Number:7040023903 Effective Date: 10/01/2023 Expire Date: 10/01/2024 Workers' Compensation History

Contractor Information	Registration History		
Legal Entity Name	Effective Date	Expiration Date	
C & D CONTRACTORS, INC Legal Entity Type Corporation Status Active	05/24/18 05/22/17 05/27/16	06/30/19 06/30/18 06/30/17	
Registration Number 1000012704 Registration effective date	07/24/15 02/27/15	06/30/16 06/30/15	
07/01/22 Registration expiration date 06/30/25	07/01/19 07/01/22	06/30/22 06/30/25	
Mailing Address         P.O. BOX 822 NEVADA CITY 95959 CA United States         Physical Address         928 TAYLORVILLE ROAD GRASS VALLEY 95949 CA U         Email Address         david@cdcon.com         Trade Name/DBA         License Number (s)         CSLB:819680			

# Legal Entity Information

Corporation Entity Number: Federal Employment Identification Number: President Name: Vice President Name: Treasurer Name: Secretary Name: CEO Name:	2402561 943413995 Charles Faber David Petty	
<u>Agency for Service:</u> Agent of Service Name: Agent of Service Mailing Address:	David Petty 928 Taylorville Road	Grass Valley 95949 CA Uni
Worker's Compensation		

Do you lease emp	Νο		
Please provide yo	ur current wori	cer's compensation insurance information below	•
PE	O PEO	PEO	
PEO InformationNa	ame Phone	Email	
Insured by Carrier Policy Holder Nan Insurance Carrier:			C & D CONTRAC STATE COMPENS



Project Team

## David Petty - Project Manager

<u>Qualifications</u> – David Petty has more than 17 years in all phases of water contracting projects. David has managed numerous multi-million dollar water contracts from award through completion. These include pipelines, pump station, distribution meter installations, seismic retrofitting, plant upgrades, water treatment systems and various mine remediation projects. David has experience managing all segments of the construction process, including procurement, scheduling, safety supervision, environmental / SWPPPS supervision and project closeout.

Certifications - QSP - State of California, LSIT - State of California

<u>Areas of expertise</u> – Construction Management, Construction Scheduling, Site Safety, Environmental / SWPPPs Management, Construction Cost Estimating, Project Procurement

Education - Bachelor of Science, Construction Management, California State University Chico

Related experience – David's experience includes a design build project for the State of California, retrofitting pipe supports for Nevada Irrigation District, and installing distribution meters on large diameter pipe for San Juan Water, design build Passive Water Treatment System projects at the Empire Mine and Northstar Mine water remediation projects at the Golinsky and Zaca Mines.

#### Ben Hajduk - Project Engineer

As Project Engineer, Ben Hajduk will be the lead for the projects technical submittals and ensure the project is being constructed to the proper specifications and scope, a role he has filled numerous times on many successful projects. Ben will also be the lead for managing any contractor generated requests for information and project design changes. He will oversee the production of As-built drawings and will assist with coordinating final testing and facility hand-offs.

<u>Qualifications</u> – Over 12 years of experience as a project engineer in a wide discipline of construction projects ranging from mass grading to electrical power plant upgrades.

Certifications - Registered Professional Engineer in the State of California

Areas of expertise - Civil Engineering, Construction Management, Site Surveying

Education - Bachelor of Science, Civil Engineering, Loyola Marymount University

<u>Related Experience</u> – Ben's experience includes managing multi-discipline projects providing support for major transmission lines, water and wastewater treatment facilities. Ben has experience in various phases of sewer related projects including planning, permitting, design, and construction.

P.O. Box 822 Nevada City, Ca 95959 tel: 530.272.6938 fax: 530.274.3647 www.cdcontractors.com



# Charlie Faber - Quality Control Manager

As Quality Control Manager, Charlie Faber will ensure that the project is being constructed to the required design specifications. He will assist project resource logistics and the final testing and commissioning certifying the final project performs as intended.

<u>Qualifications</u> – Over 30 years of experience in the construction industry. Has performed every duty on many job sites. Charlie was responsible for the successful completion of a wide discipline of construction projects ranging from mine site reclamation, underground pipeline installation and surface restoration.

Areas of expertise - Construction Management, Material procurement & resource logistics.

Education - Bachelor of Arts, Industrial Design, San Francisco State University

<u>Related experience</u> – President and Owner C&D Contractor's for 35 Years, Past President of the Nevada County Contractor's Association

P.O. Box 822 Nevada City, Ca 95959 tel: 530.272.6938 fax: 530.274.3647 www.cdcontractors.com



July 17, 2024

Olivehurst Public Utility District 1970 9<sup>th</sup> Ave. Olivehurst, CA 95691

RE: C & D Contractors, Inc. Statement of Capability to Provide Required Insurance OPUD – Historic Olivehurst Pipeline Replacement Project, No. 2024-001

To Whom It May Concern:

Sheppard & Associates Insurance Agency had provided the commercial insurance needs for C & D Contractors Inc, for many years and their current policies in good standing with the following carriers meet all requirements for the insurance needed for the above mentioned project.

- 1. Workers Compensation with State Compensation Insurance Fund
- 2. General Liability with National Fire Insurance Co of Hartford
- 3. Automobile Liability with Transportation Insurance Company
- 4. All-Risk Course of Construction with The Continental Insurance Company
- 5. Professional and Pollution Liability with Aspen Speciality Insurance Company
- 6. Excess Liability with The Continental Insurance Company.

All carriers have an A Rating and meet the financial size as required by the owner. We confirm the insured will be able to provide insurance with the required coverages and amounts as spec in the contract documents.

Please let us know if you have any questions.

Heth I

Heath Sheppard President License #0B29798



970 Reserve Drive Suite #170 Roseville, CA 95678



Liberty Mutual Surety 6030 West Oaks Blvd., Suite 200 Rocklin, CA 95765

July 16, 2024

Olivehurst Public Utility District 1970 9th Ave. Olivehurst, CA 95961

RE: C & D Contractors, Inc. Statement of Bond Capacity OPUD – Historic Olivehurst Pipeline Replacement Project, No. 2024-001

To Whom It May Concern:

The Ohio Casualty Insurance Company has provided surety credit to C & D Contractors, Inc., an account in good standing with a current surety program of single projects up to \$7,000,000 in size, with an aggregate cost to complete of \$20,000,000.

Please be aware that the execution of payment and performance bonds by The Ohio Casualty Company is subject to the positive review of all standard underwriting considerations at the time of the request and satisfactory review of any contracts, terms, conditions, specifications, bond forms, and owner financing tendered to the principal and the surety at the time of award.

Additionally, the issuance of bonds is a matter between the surety and the principal. If for any reason we do not issue bonds on an awarded project, no third-party liability is assumed by the surety company, the principal, or their agent. In no way does this letter replace or constitute a bid bond and is for informational purposes only. As such, this letter is not contractually binding.

The Ohio Casualty Company is a Licensed and Admitted Surety Insurer, is listed in the Federal Registry Circular 570 and is rated an "A" (Excellent) by A.M. Best, Financial Size Category XV.

Sincerely,

Elizabeth Collodi, Attorney-in-Fact The Qhib Casualty Insurance Company

Member of Liberty Mutual Group

	ACKNOWL	EDGMENT
A notary public or other office certificate verifies only the ide who signed the document to v attached, and not the truthfuln validity of that document.	entity of the individual which this certific	<i>r</i> idual cate is
State of California County ofButte	)	
On July 16, 2024	before me,	Sara Walliser, Notary Public (insert name and title of the officer)
his/her/their authorized capacity( person(s), or the entity upon beh	ent and acknowle ( <del>ies),</del> and that by nalf of which the p	Elizabeth Collodi vidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in y his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
paragraph is true and correct. WITNESS my hand and official s Signature	ieal.	SARA WALLISER SOUNTY OF BUTTE COMM. # 2449544 NOTARY PUBLIC - CALIFORNIA & COUNTY OF BUTTE COMM. Explosed U.S. 2027

.



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

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8211474-971829

# POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, <u>Breanna</u> <u>Boatright, Tony Clark, Elizabeth Collodi, Brad Espinosa, Matthew Foster, Dineen Fraser, John Hopkins, Jonnifer Lakmann, Kathleen Le, Kris Lopes, Jason March, Cassandra Medina, Deanna Quintero, Renee Ramsey, Bill Rapp, Paula Senna, Pam Sey, Sharon Smith, Mike Taylor, Peggy Trusty, Sara Walliser, Phil Watkins, Samantha Watkins, John Weber, Mindy Whitehouse, Steven L. Williams</u>

all of the city of state of Chico CA each Individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of <u>March</u> 2024 Liberty Mutual Insurance Company INSU/ IN. The Ohio Casualty Insurance Company West American Insurance Company 1912 1919 1991 value quarantees. X. Bv David M. Carey, Assistant Secretary State of PENNSYLVANIA credit. SS County of MONTGOMERY and/or Power of Attorney (POA) verification inquiries, Il 610-832-8240 or email HOSUR@libertymutual.com On this <u>12th</u> day of <u>March</u>, <u>2024</u> before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes letter of Not valid for mortgage, note, loan, lette currency rate, interest rate or residual IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. PAS Commonwealth of Pennsylvania - Notary Sea Teresa Pastella, Notary Public Montgomery County By: <u>Jeresa</u> Pastella Teresa Pastella, Notary Public My commission expires March 28, 2025 Commission number 1126044 ennsylvania Association of Notaries AAY PU This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows: ARTICLE IV - OFFICERS: Section 12. Power of Attorney, Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall bond al se call be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this For bon please ( article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority. ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary. Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed. I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casuality Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of July INS INSUN

1991

By:

finit luly

Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

# C & D Contractors Equipment List

· ·	Backhoe Loaders
01-104	CAT 420D Backhoe Loader
01-105	CAT 420D Backhoe Loader
01-106	JD 210LE Landscape Loader
01-107	CAT 420F Backhoe Loader
01-108	CAT 415F Boxscraper
Category: 10	0 Wheel Loaders
10-305	CAT IT38H Integrated Tool Carrier
10-306	Cat 950GC Loader
10-307	Cat 938M Loader
10-308	Cat 938M Loader
	Compactors
02-602	2011 Wacker Double Drum Roller
02-610	Sakai Padfoot Compactor
02-950	Cat 815F Compactor
	Hydraulic Excavators
03-101	CAT 308 Mini Ex
03-102	2012 Volvo Mini Excavator
03-103	Cat 3055 Mini Excavator
03-200	
03-403	CAT 320BL Hyd Excavator
03-404	2009 Cat 336DL Hydr Excavator
03-407	CAT 325DL Excavator
03-407	CAT 329F Excavator
03-408	Cat 320C Excavator
	Cat 3308E2 Excavator
03-410	Cat 336F Excavator
03-411	2022 Cat 330 Excavator
03-412	2023 Cat 340 Excavator
05-104	Cat 299D Skid Steer
	Motor Graders
04-301	Cat 140M Motor Grader
	Multi Terrain Loaders
05-101	CAT 259D Multi Terrain Loader
05-102	Cat 246D Skid Steer Loader
05-103	Cat 279D Multi Terrain Loader
Category: 80	
08-401	2014 G9-43A JLG Telehandler
	Track-Type Tractors
09-302	Cat D-6K2
	Articulated Trucks
07-101	2014 JD 300D Haul Truck
Category: 110	Jobsite Trucks
11-101	Ford L9000 Water Truck
11-102	Ford LA9000 Water Truck
11-105	Ford Water Truck
11-107	2011 Ford F750 Water Truck
11-108	Ford F750XL Water Truck
11-503	2017 Volvo Dump
11-705	Volvo VHD64FT Fifth Wheel
11-706	2013 Volvo
11-707	2020 Peterbilt 367

# 7/18/2024

# C & D Contractors Human Resource

Project Manager Project Manager Project Engineer	David Petty Charles Faber Ben Hajduk	530-362-0812 530-362-0811 530-205-5586
Superintendent Superintendent Superintendent	Marc Haluzak Rick Payne Jr Barry Gray	
Laborers Grade Setter Mechanics Equipment Operators Administrative Staff	18 2 4 18 4	



Re: Prevailing Wage Violations

California Labor Commissioner's Office, Public Works Enforcement Division

5/7/24 - Case 40-78573-678 TDPUD Pipeline Project

**Dismissed by Settlement** 

3/7/24 - Case 40-78572-678 Feather River Pipeline Project

**Dismissed by Settlement** 

2/28/24- Case 40-78544-678 Yuba County Airport Project

**Dismissed by Settlement** 

2/28/24- Case 40-78570-678 Lincoln Joiner Park Project

**Dismissed by Settlement** 

The above listed cases were settled with the Senior Deputy Labor Commissioner Thuy Pham, Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. These projects are released from any and all claims. C & D Contractors does not have any open Claims, as of the time of this bid.

Thank You,

Marlissa Wilkerson Labor Compliance Specialist C & D Contractors, Inc

P.O. Box 822 Nevada City, Ca 95959 tel: 530.272.6938 fax: 530.274.3647 www.cdcontractors.com



**Re: OSHA Violations** 

Division of Occupational Safety & Health, State of California Department of Industrial Relations

Inspection # 1750497

Date 5/23/24

**Citation : Repeat Regulatory** 

Contractor is required to Notify Division District Office 24 hours prior to activity

Corrected during Inspection

Inspection # 1517675

Date 4/6/21

**Citation : General** 

Contractor is required to notify Division District office 24 hours prior to activity

Settled 9/3/21

🏽 P.O. Box 822 Nevada City, Ca 95959 tel: 530.272.6938 fax: 530.274.3647 www.cdcontractors.com 🖉

#### Historic Olivehusrt Pipeline Replacement Project - Addendum 1

#### **Specifications**

Section 00 11 16 - Notice Inviting Bids

Corrected bid due date to be consistent with other documentation. Bid due date is July 18<sup>th</sup> at 2:00pm.

#### Section 00 21 13 - Instructions to Bidders

6.05 – Wage Rates, the project is funded through the DWR drought relief funding program and DWR requires prevailing wage reporting. See labor rate template included in appendix to be filled out and submitted by contractor. This will be in addition to the normal DIR reporting requirements. Example of the DWR wage reporting document is included in the appendix at the end of the bid package.

Section 00 41 13 - Bid Form

Updated bid form to include an item for 120' of Restrained 6" PVC DR14 Pipe located on the private road at the end of the 8<sup>th</sup> Ave alignment (Sheet 18 – C25 Private Road Alignment). Bid item 8.

Section 00 45 13 - Statement of Qualifications for Construction

2.02 - Submittals: C. Audited or Reviewed Financial Statements

Requirements removed, documentation of audited or reviewed financial statements is not required.

Section 01 11 00 Summary of Work

Updated bid items to include an item for 120' of Restrained 6" PVC DR14 Pipe located on the private road at the end of the 8<sup>th</sup> Ave alignment (Sheet 18 – C25 Private Road Alignment). Bid Item 8.

Section 01 45 23 - Testing and Inspection

Section 1.08 incorrectly focuses on building code testing and inspection requirements. Replaced references in this section with Title 22, Division 4, Chapter 16 – California Water Works Standards.

Section 02075 – Protection, Testing, and Restoration of Existing Facilities

Updated section 1.03 A & B to correctly reference 00 72 00 – Section 13.02 and Section 13.03 respectively.

Section 15401 PVC Pipe – Section 3.03 Testing

B - 3. Allowable Leakage - Leakage testing requirements updated to include OPUD Standard for leak testing.

C – Added an additional section to highlight the testing requirements after disinfection. Highlighting requirements per OPUD standards as well as including HPC (Heterotopic Plate Count ) testing as part of the disinfection testing.

#### **Drawings**

DWG C25 - Sheet 18

Removed callout for 8" PVC. New main to be 6" PVC for the private road alignment shown on this sheet.

# Historic Olivehusrt Pipeline Replacement Project - Addendum 2 Changes

#### **Specifications**

Document 00 01 10 Table of Contents

1. Updated to include new technical specifications section for trenchless pipe installation to accommodate potential for boring of services.

Document 00 01 15 List of Drawings, Tables, Schedules, and Technical Specifications

1. Updated to include new technical specifications section for trenchless pipe installation to accommodate potential for boring of services.

Document 00 11 16 Notice Inviting Bids

1. Updated the licensing requirement for the job to correctly state Class A contractor's license is required to bid the contract (Class B not an acceptable qualification).

Document 00 41 13 Bid Form

- 1. Bid item for New 8" DR14 Unrestrained PVC pipe has been updated to correctly list bid time as unit price per lineal foot.
- 2. Bid item added for New 6" DR14 Restrained PVC pipe has been added.
- 3. Bid item for landscape and hardscape has been added.
- 4. Note that pavement restoration quantities have been updated to only include the mainline pavement restoration. Restoration associated with services has been included in the bid items for New service Installation, see updates to Section 01 11 00 Summary of Work.

Section 01 11 00 - Summary of Work

- 1. Bid items 26, 27, 28, 29, 30 have been updated to include pavement restoration associated with new service installation.
- 2. Bid items 32, 33 have had the quantities reduced to only cover the mainline restoration. Additional pavement restoration to be included with bid items which are expected to disturb pavement.
- 3. Added bid item 34 Landscape and hardscape repair. This bid item covers all potential damage to private property that may occur while reestablishing service connections.

Section 02400 - Trenchless Pipe Installation

1. Section added to accommodate boring of services when determined beneficial by the contractor.

Section 02491 Landscaping Repairs

1. Removed section requiring contractor to provide maintenance of the replaced landscaping, 3.07 - Post construction documentation updated to provide direction on invoicing for progress payments.

Section 02575 Pavement Restoration

1. 3.07 Service & in-tract related pavement restoration updated to include direction for patching of potholes that may be performed outside of trenching activities that will require a permanent pavement patch in lieu of being patched as part of the T-Trench restoration.

Section 15080 Pipe Fittings and Accessories

1. Updated section 2.02 B. to include preapproved fittings for service installation and updated poly pipe from PE 3408 pressure class 200 to PE 4710 and pressure class 250 to be consistent with poly service pipe currently used by OPUD.

#### **Drawings**

Sheet G8, G9 – updated sheet number to correctly match sheet index

Sheet C25 – Addendum 1 change clouded to highlight correct pipe size

Sheet D1 – updated sheet number to correctly match sheet index

Sheet D2 – updated sheet number to correctly match sheet index, detail 3 – Anodes removed, no anodes will be required. All metallic appurtenances shall receive appropriate polyethylene wrap/encasement per specifications.

Sheet D3 – Updated sheet number to correctly match sheet index, Detail 6 – 1" water service has been revised to accurately represent OPUD's current meter installations. For service reconnection contractor will be required to furnish all components from the mainline to the angle ball stop valve (item 1 in the material list). For relocated meters contractor will be required to also furnish the meter spud and necessary components to reestablish the in-tract connection to the nearest existing in-tract location with an appropriate coupling.

Sheet D4 – updated sheet number to correctly match sheet index

Sheet T1 – updated sheet number to correctly match sheet index

Sheet T2 – updated sheet number to correctly match sheet index

#### Appendices

Added Title pages for each appendix listed in the table of contents

Appendix 1 – Olivehurst PUD Improvement Standards and Standard Details

Appendix 2 – Yuba County General Notes

Appendix 3 – Yuba County Encroachment Permit Application & General Conditions

Appendix 4 – Yuba County Traffic Control Devices

Appendix 5 – Department of Water Resources Variance Documents (new)

Appendix 6 – Department of Water Resources Prevailing Wage Reporting Form

Appendix 7 – OPUD Well Data

# Historic Olivehusrt Pipeline Replacement Project - Addendum 3 Changes

#### **Specifications**

Section 01 11 00 - Summary of Work

- Bid item 5 Pothole of Exiting Utilities has been updated to indicate that this bid item is specific to potholing of the mainline only and should be bid on unit cost. This is for the purpose of informing the District and the Engineer of underground utility locations, depths, sizes, etc. prior to construction in order to determine if revisions to the design are necessary.
- Please note that potholing efforts for new water services are to be bid as part of the unit cost for installing each service, the number of existing utilities requiring potholing will be different for each type and location.

Document 00 41 13 - Bid form

- Bid item 5 Pothole of Existing Utilities has been revised to provide an accurate estimate for the number of potholes (previously summarized as lump sum in the summary of work).
- Bid item 33 Pavement Restoration has had its quantity increased. The purpose is to account for additional restoration that may be required on Olivehurst Ave. The County has not provided specific limits of restoration so we assume any disturbance to an individual quadrant of the impacted intersections will require a complete grind, overlay and restriping of that quadrant to the curb return.

\_\_\_\_

#### **DOCUMENT 00 43 14**

#### **BIDDER REGISTRATION FORM**

#### INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License #697400
Date: Issued: 10/14/1999 Exp: 10/31/2024 Fed Tax I.D. # 68-0339753
Full Corporate Name of Company:FLOWLINE CONTRACTORS INC
Street Address:6560 Asher Lane, Sacramento, CA 95828
Mailing Address:6560 Asher Lane, Sacramento, CA 95828
Phone:(916) 383-7525 Fax:(916) 383-7737
Name of Principal Contact:Benjamin Borba
California Department of Industrial Relations ("DIR") Number:1000044596

Type of Business:	Sole Proprietor Non-Profit 501(c)(3)	Partnership X Corporation
	other (please explain:	t

**INSURANCE** (Complete all items listed below that are applicable and/or are required by Document 00 73 16, Supplemental Conditions – Insurance and Indemnification)

#### Workers' Compensation:

Carrier:	Insurance Company of the West		
Address:	15025 Innovation Drive, San Diego, CA 92128-3488		
Phone and Fax:	(800) 877-1111		
Policy Number:	WSA505736403		

#### General Liability:

.

Carrier:	Pennsylvania Mfr's Assn Ins Co.
Address:	380 Sentry Parkway (PO Box 3031), Blue Bell, PA 19422
Phone and Fax:	(800) 222-2749
Policy Number:	3023011422898
	<b>.</b>

Bidder Registration Form

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Policy Limits: \$ \_\_\_\_\_\$1,000,000 / \$2,000,000

A.M. Best Rating: <u>A+XV</u>

#### Automobile Liability:

Carrier: \_\_\_\_\_ Pennsylvania Mfr's Assn Ins Co.

Address: \_\_\_\_\_ 380 Sentry Parkway (PO Box 3031) Blue Bell, PA, 19422

Phone and Fax: \_\_\_\_(800) 222-2749

Policy Number: \_\_\_\_\_1523011422898

Policy Limits: \$ \_\_\_\_\_\$1,000,000 / \$2,000,000

A.M. Best Rating: <u>A+XV</u>

#### All-Risk Course of Construction:

Carrier: <u>N/A - IN</u>	DIVIDUAL POLICY CREATED WITH EACH REQUESTED PROJECT
Address:	
Professional Liabil	
Carrier: <u>N/A</u>	
	pility Insurance (if applicable):
Carrier:	Westchester Surplus Lines Ins
Address:	701 Fifth Ave Suite 2400, Seattle, WA 98104

\_\_\_\_\_

Bidder Registration Form

Phone and Fax: \_\_\_\_ (206) 624-2100

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Policy Number:	G28232706003
Policy Limits: \$	\$10,000,000
A.M. Best Rating:	A++XV

#### Excess Liability Insurance (if applicable):

Carrier:	Travelers Peoperty Casualty Company of America		
Address:	ress: One Tower Square, Hartford, CT 06183		
Phone and Fax:	(860) 277-0111		
Policy Number:			
Policy Limits: \$			
A.M. Best Rating:	A++XV		
Other Liability Insura			
Carrier:			
A.M. Best Rating:			

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDD	ER:	FLOWLINE CONTRACT	FORS INC	
		(COMPANY NAM	1E)	
By:	Benjamin Borba		CEO	
	NAME		TITLE	 -
By:	SIGNATURE	<u>b</u>	07/18/24 DATE	_

Bidder Registration Form

#### SAFETY AND EXPERIENCE RECORD

The following statements as to the Bidder's safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder's interstate Experience Modification Rate for the last three years.

**2021** <u>80</u> **2022** <u>82</u> **2023** <u>107</u>

If Bidder was not eligible to obtain a formal rating from the Workers Compensation Insurance Rating Bureau for any of the years listed above, Bidder must submit written information from its workers compensation insurance company that establishes what Bidder's equivalent EMR would be.

2. Total Recordable Incident Rates (RIR)

What were Bidder's Total RIR for each of the last three years?

**2021** \_0 **2022** \_2 **2023** \_1

Average of last three years: \_\_\_\_1 (no rounding)

3. Total Lost Time Incident Rates (LTIR)

What were Bidder's Total LTIR for each of the last three years?

**2021** <u>0</u> **2022** <u>0</u> **2023** <u>10</u>

Average of last three years: <u>3 1/3</u> (no rounding)

4. Use Bidder's last year's Cal/OSHA 300 log to fill in the following number of injuries and illnesses:

а.	Number of lost workday cases	10
b.	Number of medical treatment cases	1
C.	Number of fatalities	0
Employee hours worked last year		50,153
State the name of Bidder's safety engineer/manager:		Dennis Land

Attach a resume or outline of this individual's safety and health qualifications and experience.

See Attachment A, Item B - Dennis Land, Project Superintendent

5.

6.

#### I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER:		
Ву:	Signature	
lts:	CEO Title	
Date	07/18/2024	

END OF DOCUMENT

Bidder Registration Form

#### DOCUMENT 00 4336

#### SUBCONTRACTORS LIST

1. **Subcontractor's List**. The Subcontractors List must include the names of all subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount.

Name of Subcontractor and Location of Place of Business	Description of Work	Subcontractor's License No.	DIR Registration Number
WEST COAST BORING INC 3101 STEAM COURT BLG A BAKERSFIELD, CA 93308	JACK AND BORE	790076	1000010557
B & M BUILDERS INC 11330 SUNRISE PARK DR SUITE C RANCHO CORDOVA, CA 95742	PAVING	861848	1000003277
CALIFORNIA CUT & CORE INC 11358 SUNRISE GOLD CIRCLE SUITE A RANCHO CORDOVA, CA 95742	SAW-CUTTING	894220	1000643289
CHRISP COMPANY 1805 EAST BEAMER STREET WOODLAND, CA 95776	STRIPING	374600	100000306
YOUNGDAHL CONSULTING GROUP 1234 GLENHAVEN COURT, EL DORADO HILLS, CA 95762	COMPACTION TESTING	N/A TESTING ONLY	1000008342

(Bidder to attach additional sheets if necessary)

(PUBLIC CONTRACT CODE §4100 ET SEQ.)

Subcontractors List

2. **Subcontracting Limits**. The Contractor shall perform with its own organization work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with its own organization. When items of work in the Bid schedule are preceded by the letter (S), such items shall be deemed designated "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted; the value of work subcontracted will be based on the estimated percentage of the contract item bid price, determined from information submitted by the Contractor, subject to approval by Owner.

END OF DOCUMENT

Subcontractors List

#### DOCUMENT 00 45 13

#### STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

#### **ARTICLE 1 – GENERAL INFORMATION**

#### 1.01 Minimum Bidder Qualifications.

- A. Bidders must be duly licensed, pursuant to the license requirements in Document 00 11 16, Article 2.01, and in accordance with the California Business & Professions Code Sections 7006, *et seq.*, and have a history of work performance sufficient to meet the requirements of a responsible bidder in the Public Contract Code Section 1103.
- B. Bidders must have five (5) years experience as a continuously operating entity engaged in the performance of similar work.
- C. Bidders must demonstrate successful completion of <u>three (3) underground utility</u> <u>replacement/installation projects within the past ten (10) years</u> that involve construction of water facilities that were of similar size and nature to the Work for Owner consideration.

#### 1.02 Measurement.

- A. Bidder's compliance with the minimum qualification requirements will be measured by Bidder's experience as an operating entity and also by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.
- B. If Bidder subcontracts portions of the Work, Owner, in its determination of whether the minimum qualification requirements have been met, may consider the qualifications of the Subcontractor's supervisory personnel.
- C. The qualifications of the Key Personnel, as stated in Attachment A, are to be submitted with the Statement of Qualifications (**SOQ**), by providing the information described in this Document 00 45 13.

#### 1.03 Other Requirements.

- A. Bidder's attention is called to the following minimum requirements for a Bidder to be found responsible to perform the Work:
  - 1. Financial Strength. Sufficient financial strength, stability and resources as measured by Bidder's equity, debt-to-assets ratio, and capability to finance the Work to be performed.
  - Building Capacity. Ability to secure, in accordance with the Contract documents, the required forms of Construction Performance Bond and Construction Labor and Material Payment Bond. Ability to obtain required insurance with coverage values that meet minimum requirements.
  - 3. Subcontracting Prior Experience. Satisfactory experience on public works, including without limitation no history of default termination, excessively delayed completion or excessive defective work.
  - 4. Public Project Experience. Evidence that Bidder and its team, have the human and physical resources of sufficient quantity and quality to perform the Work under Contract documents in a timely and Specification-compliant manner, to include:
    - a. Construction and management organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment for the Project.
    - b. Minimum licensing requirements including evidence of a valid California contractor's license for the Bidder and evidence of requisite licenses for Key Personnel of Bidder.
    - c. Sufficiency of proposed quality assurance plan to meet the requirements of the Contract documents.
    - d. Bidder's safety record.
    - e. Minimum experience requirements of the prime contractor including the completion of

Statement of Qualifications

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- at least the minimum projects described in paragraph 1.02.C above.
- f. A field organization with skills, experience, and equipment sufficient to perform all on-Site work and necessary scheduling.
- g. Expertise of Key Personnel to accomplish the duties and responsibilities required to perform the Work under Contract documents. Minimum experience requirements of Key Personnel including the completion of three projects of similar nature and complexity and having two years of experience on projects of similar nature and complexity.
- B. [Intentionally omitted].

#### ARTICLE 2 ~ REQUIRED CONTENTS OF SOQ SUBMISSION

#### 2.01 Transmittal Letter.

A. The Transmittal Letter shall name the proposed prime contractor, its legal structure (i.e., corporation, partnership, limited partnership, joint venture). If a joint venture or partnership is proposed, Bidder shall identify partner and/or member of the joint venture and their roles and responsibilities.

#### 2.02 Submittals.

- A. <u>Completed Questionnaires</u>. Bidder shall include a completed Statement of Qualification Questionnaire in the form attached to this Document 00 45 13 as <u>Attachment A</u>.
- B. <u>Resumes of Proposed Key Personnel</u>. Bidder shall provide a resume for each named Key Personnel of Bidder, to include as necessary: Years of experience; Education degrees, schools and years obtained; Professional Registrations; Fluency in English (Yes/No); At least two client references, including contact names, addresses and telephone numbers, and description of projects of a similar nature worked on in the past five years.
- C. <u>Not Used.</u>
- D. <u>Surety Letter re: Capability to Provide Required Performance and Payment Bonds</u>. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, and category of III or better for Owner consideration, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 61 13.13 (Construction Performance Bond) and (Construction Labor and Material Payment Bond), each in the penal sum of the Contractor's bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- E. <u>Insurer Letter re: Capability to Provide the Required Insurance</u>. Bidder shall provide a letter from an insurance underwriter, having a financial rating reasonably acceptable to Owner, confirming that the insurer will provide Bidder the required coverages and amounts specified in the Contract Documents.
- F. <u>Description of Human and Physical Resources</u>. Bidder shall identify, describe, and quantify for itself, the following technical information for the construction work: Description and location of manufacturing facilities, naming products and quantifying production capacity and current demand; Description of field organization(s), naming skills and equipment; Description of safety program quality control procedures, and safety experience; and
- G. License: Evidence of a valid contractor's license and required licenses of all licensees of persons

Statement of Qualifications

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who are Key Personnel necessary to perform the Work.

H. <u>Litigation History</u>. Description of litigation history for the past three years including names of involved parties, nature of dispute, and disposition.

#### 2.03 Format.

- A. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meet Owner's requirement. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).
- B. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 00 45 13 must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 00 45 13 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

#### [NEXT PAGE - STATEMENT OF QUALIFICATION QUESTIONNAIRE]

#### **DOCUMENT 00 45 13**

### ATTACHMENT A – Statement of Qualification Questionnaire

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00 21 13 (Instructions to Bidders) and Document 00 45 13 (Statement of Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

#### **CONTACT INFORMATION**

Company Name:		FLOWLINE CONTRACTORS INC				
Owner of Company:		Benjamin Borba				
Contact Person:		Benjamin Borba				
Ado	dress:	6560 Asher Lane, Sacramento, CA 95828				
Pho	one:	(530) 919-0368 Fax: (916) 383-7737				
Em	ail:	bborba@flowlineinc.com				
		PART A: GENERAL INFORMATION				
1.	Does Bidder posse the work proposed?	ss a valid and current California Contractor's license for Yes X No				
2.	Does Bidder have Document 00 73 16	the minimum liability insurance coverage required in Yes X No				
3.	Has Bidder's Licens	e been revoked at any time in the last five years? YesNo _X				
4.	4. Has Bidder been "default terminated" by an Owner (other than for Yes No _X_ convenience), or has a Surety completed a contract for Bidder within the last five years?					
5.	5. Has Bidder been convicted more than twice for failure to pay prevailing wages Yes No _X in the last three years?					
6.	Not Used.	Yes No				
7.	<ol> <li>Are Bidder and all listed subcontractors registered and qualified with the Yes X No Department of Industrial Relations pursuant to Labor Code Section 1725.5?</li> </ol>					
Bidder may be disqualified if any answer to questions 1, 2, or 7 is No. Bidder may be disqualified if any answer to questions 3, 4, or 5 is Yes.						
PART B: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS (SAFETY)						
	<ul> <li>Has Cal/OHSA, Federal OSHA, the EPA or any Air Quality Management Agency cited Bidder in the past five years?</li> <li>Yes No _X_ If yes, attach description of each citation.</li> </ul>					
2.	2. How often does Bidder require documented safety meetings be held for: Field Supervisor Weekly Bi-Weekly Monthly Less Than Monthly _X					
State	Statement of Qualifications 00 45 13 - 4 OPUD - Historic Olivehurst Pipeline Replacement Project					

Employees	Weekly <u>X</u>	Bi-Weekly	Monthly	Less Than Monthly
New Hires	Weekly <u>X</u>	Bi-Weekly	Monthly	Less Than Monthly
Subcontractors	Weekly	Bi-Weekly	Monthly	Less Than Monthly X

- How often does Bidder conduct documented safety inspections? Quarterly X Semi-annually Annually Other
- 4. Does Bidder have home office safety representatives who visit/audit the job site? Quarterly X\_\_\_\_\_ Semi-annually \_\_\_\_\_ Annually \_\_\_\_\_ Other \_\_\_\_\_
- 5. What is Bidder's Interstate Experience Modification Rate? \_\_\_\_\_0 \_\_\_\_. (A rating in excess of [1] may constitute grounds for disqualification as non-responsible).

#### (PREVAILING WAGE PROVISIONS)

 Has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence. Yes <u>No X</u>

#### (LICENSE PROVISIONS)

7. Has Bidder changed names or license numbers in the past 5 years? If so, please state reason for change.

Yes \_\_\_\_\_No \_ X \_ Reason:`\_\_\_\_\_

#### (DISPUTES)

- 8. In the past five years, has Bidder on any project that Bidder performed construction services made any written claim against any owner for additional compensation or additional time, that the owner disputed, exceeding on a per project basis an aggregate amount of \$100,000 or 10% of the original contract sum? If yes, attach description of each instance including details of total claim(s) amount, resolution description including amount, and Owner's name and phone number.
  Yes \_\_\_\_\_ No \_\_X\_\_
- 9. In the past five years, has any owner on any project that Bidder performed construction services asserted any written claim against Bidder for delay, defective work, warranty work, backcharges and/or offsets, that the Bidder disputed, exceeding on a per project basis, an aggregate amount of \$100,000 or 10% of the original contract sum? If yes, attach description of each instance including details of total claim(s) amount, resolution description including amount, and Owner's name and phone number. Yes \_\_\_\_\_ No \_\_X\_

#### (BONDING)

10. Bonding Capacity – Provide documentation from Bidder's surety identifying the following: Name of bonding company/surety: <u>Merchants Bonding Company (Mutual)</u>

Name of Surety Agent:	InterWest Insurance	Services, LLC
Surety Agent address:	1357 E. Lassen Aver	nue, Chico, CA 95973
Surety Agent phone number:	(800) 873-3725	
Is surety a California-admitted	surety? Yes <u>X</u> No	_
Statement of Qualifications	00 45 13 - 5	OPUD - Historic Olivehurst

Pipeline Replacement Project

Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes <u>X</u> No <u>...</u>

List surety's A.M. Best Rating: \_\_\_\_\_ A (Excellent)

What is Bidder's total bonding capacity? \$15MM Single / \$20MM Aggregate

What percent does Bidder pay for bonds? <u>< 1%</u>

#### PART C: EXPERIENCE OF PRIME CONTRACTOR

The nature of this Project requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

#### Prime Contractor

List three (3) projects involving underground utility replacement/installation that involved construction of water facilities of similar size and scope to the Work of the Contract, completed in the past ten years, and provide the name of the superintendent, project manager and scheduler. NOTE: This listing will be used to assess compliance with the stated minimum qualifications in Paragraph 1.01.

Project Name	Construction Cost (\$)	Year Completed	Name of Project Superintendent	Name of Project Manager	Name of Project Scheduler
Eureka Rd Pipeline Replacement San Juan Water District	\$3,326,228.57	2023	Dennis Land	Benjamin Borba	Benjamin Borba
Greenberry Main and Meter Sacramento Suburban Water District	\$2,314,396.00	2022	Dennis Land	Benjamin Borba	Benjamin Borba
Stanley Ave Water Main Replacement Carmichael Water District	\$1,809,826.57	2022	Dennis Land	Benjamin Borba	Benjamin Borba

Statement of Qualifications

#### Key Personnel

List Key Personnel that will be assigned to the Work of the current Project and their experience/training with the projects listed above:

•

Project Manager:	Benjamin Borba						
Project Superintendent: _	roject Superintendent:Dennis Land						
Project Scheduler:	Project Scheduler: Benjamin Borba / Spencer Roberts						
Recent Projects							
must be current and verif	iable. This listing will be used to a	pleted public projects. Names and references assess compliance with the stated minimum it must contain all of the following information:					
1. Project Name: <u>Eure</u>	ka Rd Pipeline Replacement Projec	it					
Location: <u>Granite Ba</u>	y, CA	Barren					
Owner: <u>San Juan Wa</u>	ater District	······································					
Owner Contact (name	and phone): <u>Mark Hargrove (91</u>	6) 791-9651					
Architect/Engineer:	Domenichelli and Associates, Thom	as Dugan					
Architect/Engineer Co	ntact (name and phone number): <u> </u>	homas Dugan (916) 933-1997					
Const. Mgr. or Project	Mgr. (name and phone number):l	Mark Hargrove (916) 791-9651					
Description of Project, Scope of Work Performed: Install 4,000 LF of 18" DIP, 8 Tie-Ins, replace							
water services, install 3 fire hydrants, 5 air release/air vacuum valves, and 2 water sampling stations							
Total Construction Cos	st: <u>\$3,383,282.68</u>						
Total Change Order A	mount: <u>\$673,080.48</u>						
Did Change Orders e separate sheet.	xceed 10% of original contract sur	m? <u>Yes</u> If yes, please explain on					
Original Scheduled Da	te of Completion: 01/04/2023						
Time Extensions Gran	ted (number of Days):180 Days	S					
Actual Date of Comple	tion:06/30/2023						
Number of Stop Notice	es filed by Subcontractors or Supplie	ers:0					
2. Project Name: CDFA	Amador County Fairgrounds Fire L						
Location: Plymouth,	, CA						
Owner: <u>California De</u>	epartment of General Services - Rea	al Estate Services Division					
Owner Contact (name	and phone): <u>Gaurav Bali - (916) 2</u>	202-9586					
Statement of Qualifications	00 45 13 - 7	OPUD - Historic Olivehurst Pipeline Replacement Project					

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	Architect/Engineer: <u>Saeid Rashidian</u>				
	Architect/Engineer Contact (name and phone number): Gaurav Bali - (916) 202-9586				
	Const. Mgr. Or Project Mgr. (name and phone number): Gaurav Bali - (916) 202-9586				
	Description of Project, Scope of Work Performed:Install 1,885 LF of 12" C900, 1 Tie-In, install 7				
	fire hydrants, 6" meter in underground vault, ARVs and Blow offs.				
	Total Construction Cost: \$1,278,044.13				
	Total Change Order Amount:\$409,026.13				
	Did Change Orders exceed 10% of original contract sum? <u>Yes</u> If yes, please explain on separate sheet.				
	Original Scheduled Date of Completion:04/13/2023				
	Time Extensions Granted (number of Days): <u>120 Days</u>				
	Actual Date of Completion:07/12/2023				
	Number of Stop Notices filed by Subcontractors or Suppliers:0				
3.	Project Name:Stanley Avenue Water Main Replacement Project				
	Location: Carmichael, CA				
	Owner: Carmichael Water District				
	Owner Contact (name and phone):Justin Chen_(916) 483-2452				
	Architect/Engineer:Domenichelli and Associates, Thomas Dugan				
	Architect/Engineer Contact (name and phone number): Thomas Dugan (916) 933-1997				
	Const. Mgr. Or Project Mgr. (name and phone number):Justin Chen_(916) 483-2452				
	Description of Project, Scope of Work Performed: Install 2,000' of 16" DIP, 930' of 8" DIP and 60' of				
	20" DIP. Abandon and Install 6 Fire Hydrant, Install 53 Water services and abandon 3,000' of mainline.				
	Total Construction Cost: \$1,809,826.57				
	Total Change Order Amount: \$76,485.45				
	Did Change Orders exceed 10% of original contract sum? <u>No</u> If yes, please explain on separate sheet.				
	Original Scheduled Date of Completion:11/29/2021				
	Time Extensions Granted (number of Days): <u>120 Days</u>				
	Actual Date of Completion:03/15/2022				
	Number of Stop Notices filed by Subcontractors or Suppliers:0				
Sta	tement of Qualifications 00 45 13 - 8 OPUD - Historic Olivehurst Pipeline Replacement Project				

Required Explanation from the following section:

#### Page 00 45 13 - 7 "Recent Projects"

Question: Did Change Orders exceed 10% of original contract sum? Yes

If yes, please explain on separate sheet.

1) Eureka Rd Pipeline Replacement Project

\$301,114.03 Additional Project Added to Contract by District (Project Scope Expanded)
\$371,966.45 Change Orders due to unexpected conditions (13.7% of original contract sum)

Of the change orders due to unexpected conditions, approximately \$170,000 was due to extra material and labor dealing with unexpected excessive ground water spread out over a quarter mile stretch of mainline. Other causes of the change order include, excavating through an existing concrete layer, changing the alignment and fittings of the original set-up after potholing, removing an existing vault with ARV not on record and replacing a deteriorated stormdrain line. We prefer to avoid change orders but there were a lot of unplanned interferences with this project.

2) CDFA Amador County Fairgrounds Fire Line Loop

\$869,018.00	Original Contract
\$409,026.13	Change Orders (47.1% of original contract)

Out of the \$419,026.13 included in the change order, \$251,601.50 was a choice by the Project Owner and the Fairgrounds to expand the paving restoration from being just trench restoration to being full width pavement replacement. This also included some expanded concrete restoration as well. The alignment of the mainline had to be re-routed due to underground utility conflicts discovered during potholing. This resulted in a change order of \$29,934.63. The remaining \$127,490.00 (14.7% of original contract sum) was due to cancelations and delays of necessary inspections caused by outside parties, none of which were the project owner, contractors, subcontractors or the fairground owners. The issues resulted in extra material, time and labor to rework the site to bring back to proper standards. Further information/documentation available if requested.

Extra Information for Pages

00 45 13 - 7 + 00 45 13 - 8

#### PART D: [INTENTIONALLY OMITTED]

#### PART E: FINANCIAL INFORMATION

- Has Bidder ever reorganized under the protection of bankruptcy laws? Yes \_\_\_\_\_ No \_\_X \_\_ If yes, please state when \_\_\_\_\_
- 2. If Bidder has had the general liability carrier identified in Document 00 43 14 (Bidder Registration and Safety Experience Form) for less than 5 years, please provide additional information below for balance of the last 5 years:

Agency Name: InterWest Insurance Services, LLC

Contact Name: Sean Harker

Phone Number (530) 722-2608

Carrier: Greenwich Insurance Company A.M. Best Rating: A+XV

Carrier: Financial Pacific Insurance Company A.M. Best Rating: A-X

Carrier: \_\_\_\_\_\_A.M. Best Rating: \_\_\_\_\_

3. Has Bidder ever had insurance terminated by a carrier? Yes \_\_\_\_\_ No \_\_X\_\_\_ If yes, explain on a separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.

Bidder hereby declares under penalty of perjury that all the information provided in this questionnaire is true and correct.

SIGNATURE

Benjamin Borba, CEO TITLE

END OF DOCUMENT

Statement of Qualifications

#### **DOCUMENT 00 45 19**

#### NON-COLLUSION DECLARATION

#### PUBLIC CONTRACT CODE SECTION 7106

#### NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ CEO \_\_\_\_\_ of \_\_\_\_ Flowline Contractors Inc , the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on <u>07/18/2024</u> [date], at <u>Sacramento</u> [city], <u>California</u> [state].

BIDDER'S SIGNATURE:

Benjamin Borba / CEO of Flowline Contractors Inc

LEGAL NAME OF BIDDER:

NAME/TITLE OF SIGNATORY:

Benjamin Borba

END OF DOCUMENT

Non-Collusion Declaration (CSA)

#### **DOCUMENT 00 45 46**

#### **BIDDER CERTIFICATIONS**

#### TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 8, below.

#### 1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

#### 2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the Labor Code Section 3700, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

#### 3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Section 1773, which requires the payment of prevailing wage on public projects. Contractor and any subcontractors under the Contractor shall comply with Labor Code Section 1776 regarding wage records, and with Labor Code Section 1777.5 regarding the employment and training of apprentices. Contractor is responsible to ensure compliance by any and all subcontractors performing work under this Contract.

#### 4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Sections 1777.1 and 1777.7 Code, and Contractor and Subcontractors are eligible to bid and work on public works projects.

#### 5. CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

#### 6. CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

#### 7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the

**Bidder Certifications** 

00 45 46 - 1

Flowline Contractors Inc

labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

#### 8. CERTIFICATION REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION

By my signature hereunder, as the Contractor, I certify that Contractor, and all Subcontractors listed on Document 00 43 36 (Subcontractors List) are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. Contractor's registration number is **[please complete]** \_\_\_\_\_69740 \_\_\_\_\_. Subcontractors' registration numbers are as indicated in Document 00 43 36.

#### **BIDDER**:

Date:	July 18	, [2024]	Ву:	(Name of Bidder)
			·	(Signature)
			Name:	Benjamin Borba (Print Name)
			Its:	CEO
			END OF DOC	(⊤itle) CUMENT

#### **DOCUMENT 00 45 48**

#### IN-USE OFF-ROAD DIESEL-FUELED FLEETS CERTIFICATION

#### TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 2, below.

1. <u>Certification of Compliance</u>. I hereby certify that I and all of my Subcontractors will conform to the California Air Resource Board (CARB) In-Use Off-Road Diesel-Fueled Fleets requirements for all work involving the use of vehicles subject to the regulations, including, without limitation, as applicable, the Contracting Requirements in Title 13 CCR section 2449, subdivision (i), subparts (1) - (4), and the Prime Contractor Requirements in Title 13 CCR section 2449, section 2449, subdivision (j), subparts (1) - (5).

2. Instructions. Check one (1) box below.

Bidder's current CARB issued Certificate of Reported Compliance accompanies this Certification. (If this box is checked, the Certificate *must be* provided.)

Bidder certifies that its work on the Project (including work of its Subcontractors) does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

BIDDER:		Flowline Contractors Inc	
			(Name of Bidder)
Date:J	<u>uly 18</u> , 2024	Ву:	
			(Signature)
		Name:	Benjamin Borba
			(Print Name)
		lts:	CEO
			(Title)
		END OF DOCUMENT	

California Environmental Protection Agency

# **Air Resources Board**

January 1, 2024

CERTIFICATE OF REPORTED COMPLIANCE OFF-ROAD DIESEL VEHICLE REGULATION is issued to

# FLOWLINE CONTRACTORS INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual company, or agency must be reported and labeled as specified in Section 2449, with all possible completeness, else this certificate is null and vold. **Certificate expires** 2/28/2025

V Laris Krowerki Chief, Muzhie Saurce Coulted Thurston California Ait Revunces Saurce

3465

**Dif-road Diasel Figet Identification** 

c

To verify the authenticity of this centificate, enter this number a http://www.arb.ca.gov/doors/compliance\_cert1.html Attachment A: Additional information required in reference to section 00 45 13

- A. See section 00 45 13
- B. Resume Dennis Land, Project Superintendent
- B. Resume Benjamin Borba, Company CEO, lead Project Manager
- C. Not Used
- D. Surety Letter, Capability to Provide Required Performance and Payment Bond
- E. Insurer Letter, Capability to Provide the Required Insurance
- F. Human and Physical Resources List of Available Equipment
- G. License: Evidence of Valid Contractor's License
- H. Ommited, no Litigation History for past three years

# Dennis D. Land

24874 Deadwood Court, Pioneer, CA 95666 916-730-2646 | ddland67@yahoo.com

#### **Skills & Abilities**

CDL with Transfer End Dump and Flatbed Experience – I can drive anything safely and effectively.

**Heavy Equipment**: excavator, backhoe, dozer, blade, loader, etc. Oversee multiple job sit crews; oversee the product in the yard. Manage my time effectively and safely during all job related activities. Coordinate the shipping and receiving of all jobsite materials and equipment. Effectively coordinate with job site crews to get the grading, underground utilities, etc., set and finished. Effectively lead underground utility crews to safely and effectively get the job completed to standards, usually before the allotted time frame.

#### **EXPERIENCE**

# FOREMAN AND SUPERINTENDENT |FLOWLINE CONTRACTORS, INC. | 04/2018 - PRESENT)

- · Coordinate the operation of multiple work crews on a daily basis ensuring proper personnel and equipment are dispatched to each job.
- · Communicate with various water districts, commercial project owners and private owners to ensure safe, proper completion of projects.
- As needed as operator, operate all heavy equipment at all job sites, in a safe and effective manner.
- · Read and interpret all prints, grades, lines, etc.

# HEAVY EQUIPMENT OPERATOR |EDGE CONTRACTING, GOLDEN, CO| 10/2014 - 04/2018)

- · Operate all heavy equipment at all job sites, in a safe and effective manner.
- · Relieve foreman when he's out for the day or week, oversee the crews.
- · Read and interpret all prints, grades, lines, etc.

# LEAD EQUIPMENT OPERATOR |AMERICAN WEST CONSTRUCTION, DENVER, CO| 06/2014 - 10/2014)

- · Operate all heavy equipment at all job sites, in a safe and effective manner.
- · Relieve foreman when he's out for the day or week, oversee the crews.
- · Read and interpret all prints, grades, lines, etc.

# HEAVY EQUIPMENT OPERATOR |CASTLE ROCK CONSTRUCTION COMPANY, CASTLE ROCK, CO| 03/2014 - 6/2014)

Operate all heavy equipment at all job sites.

# DRIVER OPERATOR (SIERRA ASPHALT, SACRAMENTO, CA| 12/2013 - 02/2014(TEMP POSITION)

- Haul aggregate material using a transfer trailer.
- Move equipment to/from job sites using flatbed.

#### · Operate a variety of equipment for grading purposes.

# EQUIPMENT OPERATOR |LOCAL 3 UNION, SACRAMENTO, CA| 06/2012 - 12/2013

• Go from job site to job site and various companies operating equipment(dozers, backhoes,skidsteers, loaders, etc)

# YARD FOREMAN/SITE TECH | MABEY BRIDGE & SHORE, SACRAMENTO, CA | 02/2010 - 06/2012

- · Oversee crews installing temporary mats, pylons, temporary roads, vault sheets, and safety equipment.
- · Operating excavators, loaders, installing mats and pile driving.
- Keep daily crew hours, shipping and receiving orders.
- Maintain a running yard of trench safety and equipment.
- · Deliver equipment and product to job sites using the company tractor and 53'flatbed.

# EQUIPMENT OPERATOR | CANYON CONSTRUCTION, ELKO, NV | 09/2006 - 02/2009

· Operate the dozer and excavator, building dams and leach pads for mining purposes.

# EQUIPMENT OPERATOR | TWRTC JOINT VENTURE, RENO, NV | 07/2004 - 09/2006

· Operate dozer, excavator, back hoe, and loader, installing infrastructure for residential tract sites.

# JOBSITE FOREMAN | TEICHERT CONSTRUCTION CO., SACRAMENTO, CA | 06/2002 - 07/2004

· Oversee crews that were installing dry utilities, reading and following the blue prints and following grade lines.

# FOREMAN | GOLD RIVER ELECTRIC, RANCHO CORDOVA, CA | 01/2000 - 06/2002

• Oversee crews that were installing dry utilities, reading and following the blue prints and following grade lines. Drove truck (flatbed, end dump, and transfers) to deliver equipment and material for joint trench.

#### Education

## CERTIFIED HEAVY EQUIPMENT OPERATOR | 1986 |SACRAMENTO JOB CORPS CERTIFIED HEAVY EQUIPMENT OPERATOR | 1990 |LOCAL 3 UNION APPRENTERSHIP

#### REFERENCES

Corey	Canyon Construction	3250 W Idaho St Elko, NV 89801	(775) 738-2210
Buddy	Mabey Inc	9510 Jackson Rd. Sacramento, CA 95827	(916) 403-4013
Carl	Gold River Co.	11353 Sunrise Gold Cir., Rancho Cordova, CA	(916) 852-6800

# Ben Borba

3641 Fort Jim Road

Placerville, CA 95667

Phone: 530-919-0368

#### Summary

Dependable, hard-working assistant superintendent with over 21 years of experience in general engineering construction leading multiple crews safely and successfully completing projects. Possess a class A general engineering license, along with a class A driver's license.

#### Skills

- Conducts weekly safety meetings
- OSHA regulatory compliance
- Extensive experience with mechanical and open trench shoring safely and effectively
- Extensive experience with customer service
- Negotiation skills used with private developers and public agency representatives (Caltrans, El Dorado County, El Dorado Irrigation District, Sacramento County, PG&E, SSWD and many others)
- Project coordination meeting facilitation
- Conflict resolution
- Disgruntled employee management
- Employee performance management
- Well experienced in project scheduling
- Scope management/ change control
- Managing large crews
- Extensive experience with material procurement
- Subcontractor scheduling and management
- Quality control
- Troubleshooting expert
- Extensive experience with Backhoes, excavators, loaders, bulldozers, scrappers, trucking
- Expertise in grading and all wet utility underground systems
- Blueprint reading and interpretation
- Driving commercial vehicles
- Excellent plan comprehension
- Solid, dependable, independent worker
- General math skills
- Good judgment
- Strong work ethic
- Good communication skills
- Good at following instructions
- Eager to learn

#### Accomplishments

#### Supervising/Managing

For 7 years, solely managed, negotiated and supervised waterline replacement projects successfully for Sac Suburban Water District totaling over 38.5 million.

- Conduct safety meetings and access projects for site specific safety tools and equipment
- Access traffic control requirements and coordination

- Assist in bidding and production estimates
- Relations dealing with home owners within projects
- Access and set project schedules
- Coordinate and schedule sub-contractors
- Co-op with Sac Sub personnel to field engineer projects
- Negotiate sole-sourcing contracts with Sac Sub
- Negotiate change orders and price increases
- Order, schedule and coordinate delivery of materials
- Coordinate trucking operations
- Direct day to day crew and project operations

Built relationships and earned the respect of many agencies

- Caltrans
- EID
- Sac Suburban Water District
- Sac County
- Eldorado County
- City of Placerville
- Yuba City
- City of Roseville
- City of Folsom

Managing and coordinated crews up to 35 people and equipment.

Managed and supervised the infrastructure for multiple major shopping centers.

Managed and supervised the infrastructure for multiple subdivisions.

Managed and supervised multiple wet utility pipelines in major streets and intersections. Lead team to install deer tunnel under Highway 50, 1.5 million.

• Coordinated Safety operations for crew and public traffic

- Assisted in setting and meeting schedules
- Coordination with CHP and Caltrans
- Order, schedule and coordinate delivery of materials
- Coordinate trucking operations
- Direct day to day crew and project operations
- Daily Reports and crews time sheets

#### **Blueprint Reading**

Reading blueprints and blueprint comprehension.

Successfully completed projects

2015 SSWD Santa Anita	Roughly 4.5 million
-----------------------	---------------------

2016 SSWD Drayton Heights... Roughly 5.5 million

- 2017 SSWD Parkland Estates... Roughly 5.5 million
- 2018 SSWD Edison Meadows... Roughly 5 million

### Reporting

Responsible for daily reporting and production with equipment, including parts, repairs and safety, downtime minutes, and any quality concerns. Along with work orders, change orders, production schedules and accurately determine job instructions and specifications.

## Experience

05/2018 - present

Flowline Contractors, Inc. Underground Utility Contractor

- Estimating
- Ordering materials
- Project management
- Scheduling
- Coordination with Owners, General Contractors and Sub Contractors.
- Manage workers compensation, auto, general liability, pollution and inland marine insurance and banking

Projects range from

- Installing water meters
- Installing new storm drain
- Domestic water, fire water and sewer services
- Replacement / retrofit of storm drain, domestic water, fire water and sewer, for Private and Public entities.

04/1997 – 05/2018 Placerville, CA Supervisor

Doug Veerkamp General Engineering

Collaborated with teams/departments to ensure smooth work flow and efficient organization operations. Accurately completed service reports and warranty forms. Reviewed project drawings to perform installation activities according to specifications. Safe and efficient operation of multiple types of machinery. Led a team of up to 35 to perform multiple duties. Achieved revenue objective by implementing cost-cutting measures. Provided outstanding customer service. Accurately read, understood, and carried out written instructions. Assisted in implementation of operations, maintenance and capital programs. Attended monthly safety meetings to ensure machine operation safety. Ensured customer satisfaction by providing highest quality of products by ensuring all equipment was properly installed and working correctly. Followed company procedures to maintain work environment in a neat and orderly condition. Followed standards and procedures to maintain safe work environment. Managed work without supervision. Met production goals by maintaining cost effective levels of spare parts inventory. Informed supervisors when machines needed major service.

At age 5, I knew what I wanted to do- Run heavy equipment. Right out of high school, I did just that

# **Education and Training**

High school diploma: EI Dorado High - 1997 Professional training on job. Class A General Engineering license Class A commercial driver's license Hazmat Training Asbestos Training CPR Training Confined Space, Shoring and Trench Safety Training Competent Person



July 16, 2024

Olivehurst Public Utility District 1970 9th Ave. Olivehurst, CA 95961

RE: Flowline Contractors, Inc. Statement of Bond Capacity OPUD – Historic Olivehurst Pipeline Replacement Project, No. 2024-001

To Whom It May Concern:

We are pleased to write to you concerning our client, Flowline Contractors, Inc. Their current bonding limits are \$15,000,000. single with a \$20,000,000. aggregate work program. We would anticipate no problem providing the customary performance and payment bonds for their normal scope of work, should Flowline Contractors, Inc enter into a written contract.

Although Flowline Contractors, Inc. has our highest recommendation, execution of any final bonds would be subject to a review of the contract terms and conditions, including any requested bond forms, and underwriting information required by Merchants Bonding Company (Mutual) at the time of the request.

This letter is written for no specific consideration and is not a legally binding document or commitment to provide future bonds. We assume no liability to any third parties or to you if for any reason we do not execute bid or final bonds.

Merchants Bonding Company (Mutual), an AM Best rated "A Excellent" VIII company and is an admitted surety in the State of California. Merchants Bonding Company (Mutual) also appears on the U.S. Treasury list of approved surety companies.

Please contact us with any concerns or if we can be of further service.

Sincerely, Merchants Bonding Company (Mutual)

ollodi. Attorney-In-Fact

6700 Westown Parkway• West Des Moines, Iowa 50306-3498 515-243-8171 • 1-800-678-8171 • Fax 515-243-3854 www.merchantsbonding.com

			ACKNOW	/LEDGI	MENT
certifica who sig attache	ate verifies o gned the doo	only the ider cument to w he truthfuln	r completing th ntity of the inc vhich this cert ess, accuracy	lividual ificate is	
State of C County of		Butte		_)	-
On	July 16, 2	2024	before me	' (ins	Sara Walliser, Notary Public
who prove subscribe <del>his</del> /her/ <del>the</del> person( <del>s),</del> I certify un	a to the with eif authorize , or the entity	the basis of in instrume d capacity(i y upon beha TY OF PER	nt and acknown i <del>es),</del> and that alf of which th	evidence wiedged t by <del>hie</del> /he he person	abeth Collodi to be the person( <del>s)</del> whose name( <del>s)</del> is/ <del>are</del> to me that <del>he</del> /she/ <del>they</del> executed the same in r/ <del>their</del> signature( <del>s)</del> on the instrument the ( <del>s)</del> acted, executed the instrument. of the State of California that the foregoing
WITNESS Signature	my hand ar	nd official se	eal,	<u>-</u> (Sea	SARA WALLISER COMM. # 2449544 NOTARY PUBLIC - CALIFORNIA & COUNTY OF BUTTE Comm. Expires JUL 5, 2027

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Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Bill Rapp; Brad Espinosa; Breanna Boatright; Cassandra Medina; Deanna Quintero; Elizabeth Collodi; Jason March; Jennifer Lekmann; John Hopkins; John Weber; Kathleen Le; Matthew Foster; Mindy Whitehouse; Pam Sey; Paula Senna; Phillip Watkins; Renee Ramsey; Samantha Watkins; Sara Walliser; Sharon Smith; Steven Lee Williams; Tony Clark

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attomey is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of MerchantsNational Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attomeys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto. bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attomey-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of Its obligations under its bond

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-In-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. in Witness Whereof, the Companies have caused this instrument to be signed and sealed this 19th day of March , 2024



B١ President

d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

MERCHANTS BONDING COMPANY (MUTUAL)

MERCHANTS NATIONAL BONDING, INC.

STATE OF IOWA COUNTY OF DALLAS ss.

On this 19th day of March 2024, before me appeared Larry Taylor, to me personally known, who being by me duly swom did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the 19th day of seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of



POA 0018 (1/24)



July 17, 2024

Olivehurst Public Utility District Olivehurst Ca

Re: Bid: OPUD, Historic Olivehurst Pipeline
 Flowline Contractors, Inc
 Commercial Auto, General Liability & Workers Compensation ~
 Effective Date 11/1/2023 to 11/1/2024
 Pennsylvania Mfr's Assn Ins Co ~ 1523011422898

To Whom It May Concern,

Our insured meets the required coverages that are outlined based on terms and conditions in the PMA insurance policy. PMA is "A+" A. M. Best Rated.

Builders Risk coverage will be issued on a separate policy based on the contract value. Our client meets the required coverages.

Any questions please let me know.

Sincerely,

7 - 400 Gregory M. Scoville

Prgram Manager, ASDA Risk Solutions Email: gscoville@iwins.com Phone: (916) 609-8316

Let our experience guide you.

P.O. Box 255188 Sacramento, CA 95865-5188

FLOWCON-01 / SCOGR1

CA DOI# 0B01094

CONTRACTORS STATE LICENSE BOAR

### Contractor's License Detail for License # 697400

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (8&P 7124.6) if this entity is subject to oublic complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor falls to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's ficense database.

Data current as of 7/16/2024 12:27:25 PM

#### Business Information

FLOWLINE CONTRACTORS INC 6560 ASHER LANE SACRAMENTO, CA 95828 Business Phone Number: (916) 383-7525

> Entity Corporation Issue Date 10/14/1994 Expire Date 10/31/2024

License Status

This license is current and active,

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING

#### Bonding Information

Cantractor & Bond 96073 This licenso filed a Contractor's Bond with OHIO CASUALTY INSURANCE COMPANY (THE). Bond Number: 780718C

Bond Amount: \$25,000

Effective Date: 01/01/2023

Contractor's Bond History Bond of Qualifying Individual The qualifying individual BENJAMIN JAMES BORBA certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required. Effective Date: 10/27/2022

#### Workers' Compensation

This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST Policy Number:WSA505736403

Effective Date: 10/01/2023

Expire Date: 10/01/2024 Workers' Compensation History

Other Personnel listed on this license (current or disassociated) are listed on other licenses.

Back to Top Privacy Policy Accessibility Certification

Conditions of Use

Accessibility

Copyright © 2024 State of California

# List of Main Available Equipment

Truck w/ Tools	8
3yd Dump Truck	1
6yd Dump Truck	2
10 Wheeler	1
Mini Exc	2
HX50 Vactor	1
FX-50 Vactor	1
LP873SDT Vactor	1
Light Tower	5
Saw-Cut Equip	3
Air Compressor PDS185	2
JD 310G Backhoe	1
JD 410G Backhoe	1
JD 710G Backhoe	1
KM PC-88	1
KM PC-138	1
KM WA320 Loader	1
Dump Trailer	2
3" Trash Pump	1
Upright Tamper	4
3-5 Ton Roller	1
3 Wheel Broom	1
JT-5 Drill	1
JT-10 Drill	1
Vermeer Drill	1
6x8 Trench Plates	3

Rev. 1 June 17th, 2024

#### DOCUMENT 00 43 13

#### BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

. . *1* 

That the undersigned

#### Flowline Contractors, Inc.

(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, OLIVEHURST PUBLIC UTILITY DISTRICT, a \_\_\_\_\_\_, as obligee, in the penal sum of (Dollar Amount In Words) \_\_\_\_\_\_ Dollars (\$ 10% of bid amount) \_\_\_\_\_\_) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's Total Bid Price, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is submitting a Bid for Project Number <u>2024-001</u> for construction of the <u>Historic Olivehurst Pipeline Replacement Project</u> in the City of <u>Olivehurst</u>, CA.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guaranty, and all other endorsements, forms, and documents required under Document 00 21 13 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this <u>10th</u> day of <u>July</u>, 2024. (Month)

(-----,

(Corporate Seal)

(Corporate Seal)

Flowline Contractors, Inc. By \_\_\_\_\_\_ Principal

By Merchants Bonding Company, Inc.

Surety

Attorney in Fact, Deanna Quintero

END OF DOCUMENT

Bond Accompanying Bid

00 43 13 - 1

ACKNOWLEDGMENT					
A notary public or other office certificate verifies only the ide who signed the document to v attached, and not the truthfulr validity of that document.	entity of the individual which this certificate is				
State of California County of Butte	)	-			
On July 10, 2024	before me,(in	Sara Walliser, Notary Public sert name and title of the officer)			
his/her/their authorized capacity	of satisfactory evidence ent and acknowledged ( <del>ies),</del> and that by <del>his</del> /he	anna Quintero to be the person( <del>s)</del> whose name( <del>s)</del> is/ <del>are</del> to me that <del>he</del> /she/ <del>they</del> executed the same in er/ <del>their</del> signature( <del>s)</del> on the instrument the n( <del>s)</del> acted, executed the instrument.			
I certify under PENALTY OF PER paragraph is true and correct.	RJURY under the laws	of the State of California that the foregoing			



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Bill Rapp; Brad Espinosa; Breanna Boatright; Cassandra Medina; Deanna Quintero; Elizabeth Collodi; Jason March; Jennifer Lakmann; John Hopkins; John Weber; Kathleen Le; Matthew Foster; Mindy Whitehouse; Pam Sey; Paula Senna; Phillip Watkins; Renee Ramsey; Samantha Watkins; Sara Walliser; Sharon Smith; Steven Lee Williams; Tony Clark

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of MerchantsNational Bonding, Inc., on October 16, 2015.

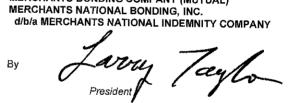
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 19th day of March , 2024

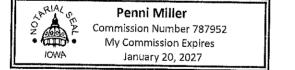


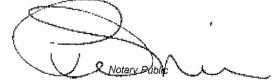


MERCHANTS BONDING COMPANY (MUTUAL)

STATE OF IOWA COUNTY OF DALLAS ss.

On this 19th day of March 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.





(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.



POA 0018 (1/24)

#### DOCUMENT 00 41 13

#### **BID FORM**

### TO OLIVEHURST PUBLIC UTILITY DISTRICT

### THIS BID IS SUBMITTED BY:

### FLOWLINE CONTRACTORS INC

(Firm/Company Name)

# Re: Historic Olivehurst Pipeline Replacement Project, Project Number 2024-001.

- 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **OLIVEHURST PUBLIC UTILITY DISTRICT** in the form included in the Contract Documents, Document 00 52 00 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
- 2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 11 16 (Notice Inviting Bids), and Document 00 21 13 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 Days after the day of Bid opening.
- 3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, attended, or elected not to attend, the voluntary Pre-Bid Meeting, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

Addendum Number	ADDENDUM DATE	Signature of Bidder
1	07/05/24	p le
2	07/12/24	1 pp
3	07/15/24	1 le

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

### SCHEDULE OF BID PRICES

All Bid items, including lump sums, and alternates (if any), must be filled in completely. Bid items are described in Section 01 11 00 (Summary of Work). Quote in figures only, unless words are specifically requested.

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
1	1	Mobilization/demobilization	L.S.	N.A.	\$185,650.00
2	1	Traffic control plan preparation, approval, and implementation	L.S.	N.A.	\$152,539.00
3	1	Water pollution control plan preparation, approval, and implementation	L.S.	N.A.	\$25,000.00
4	1	Site Safety (sheeting, shorting and bracing)	L.S.	N.A.	\$65,000.00
5	300	Pothole existing facilities	EA.	\$500.00	\$150,000.00
6	1	Demolition and abandonment	L.S.	N.A.	\$12,954.00
7	277	New 6-inch PVC Main DR 18 (unrestrained)	L.F.	\$139.00	\$38,503.00
8	120	New 6-inch PVC Main DR 14 (restrained)	L.F.	\$163.00	\$19,560.00
9	4,830	New 8-inch PVC Main DR 18 (unrestrained)	L.F.	\$128.00	\$618,240.00
10	451	New 8-inch PVC Main DR 14 (unrestrained)	L.F.	\$147.00	\$66,297.00
11	655	New 8-inch PVC Main DR 14 (restrained)	L.F.	\$307.00	\$201,085.00
12	6	8-inch Inline Gate Valves	EA.	\$3,225.00	\$19,350.00
13	1	Undercrossing (48" Storm Drain) Via Jack and Bore Western Ave	L.S.	N.A.	\$120,870.00
14	1	Undercrossing (36" Storm Drain) Via Jack and Bore 8th Ave	L.S.	N.A.	\$120,870.00

Bid Form

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Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
15	1	Tie-In to Existing System 1/T1 (8th Ave STA 13+95)	L.S.	N.A.	\$51,714.00
16	1	Tie-In to Existing System 2/T1 (8th Ave STA 24+06)	L.S.	N.A.	\$17,584.00
17	1	Tie-In to Existing System 3/T1 (9th Ave STA 1+00)	L.S.	N.A.	\$18,383.00
18	1	Tie-in to Existing System 4/T1 (9th Ave STA 14+23)	L.S.	N.A.	\$23,701.00
19	1	Tie-in to Existing System 5/T1 (10th Ave STA 13+82)	L.S.	N.A	\$23,657.00
20	1	Tie-In to Existing System 6/T2 (Western Ave STA 1+11)	L.S.	N.A.	\$26,237.00
21	1	Tie-In to Existing System 7/T2 (Western Ave STA 21+07)	L.S.	N.A.	\$28,067.00
22	1	Connection to New System 8/T2 (Western Ave STA 14+22)	L.S.	N.A.	\$29,768.00
23	1	Connection to New System 9/T2 (Western Ave STA 7+58)	L.S.	N.A.	\$30,424.00
24	1	Connection to New System 10/T2 (8th Ave STA 23+80)	L.S.	N.A.	\$26,019.00
25	18	Install New Fire Hydrant Assembly	EA.	\$15,607.00	\$280,926.00
26	31	New Water Service – Long Side	EA.	\$4,584.00	\$142,104.00
27	35	New Water Service – Long Side with Meter Relocation	EA.	\$6,405.00	\$224,175.00
28	50	New Water Service – Short Side	EA.	\$4,482.00	\$224,100.00
29	34	New Water Service – Short Side with Meter Relocation	EA.	\$6,412.00	\$218,008.00
30	3	New Water Service – Vacant Lot	EA.	\$4,289.00	\$12,867.00

Bid Form

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Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
31	1	Flush/Pressure Test/ Disinfection	L.S.	N.A.	\$19,750.00
32	29,600	Pavement Restoration Mainline (T-Trench)	S.F.	\$8.50	\$251,600.00
33	52,000	Pavement Restoration Mainline (2" Keygrind and Overlay)	S.F.	\$4.60	\$239,200.00
34	1	Landscape and Hardscape Repairs	L.S.	N.A.	\$28,895.00

### Total Bid Price:

### THREE MILLION SEVEN HUNDRED THIRTEEN THOUSAND NINETY-SEVEN DOLLARS (Indicate Bid Price in Words)

- 5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 11 16 (Notice Inviting Bids) and Document 00 21 13 (Instruction to Bidders).
- 6. Subcontractors for work are listed on Document 00 43 14 (Subcontractors List), submitted herewith.
- 7. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
- 8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 41 13 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 21 13 (Instructions to Bidders) within the times specified therein.
- 9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
- 10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 21 13 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to **OLIVEHURST PUBLIC UTILITY DISTRICT**.
- 11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 72 00 (General Conditions) and to complete all Work within the time specified in Document 00 52 00 (Agreement).
- 12. The undersigned Bidder agrees that, in accordance with Document 00 72 00 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 52 00 (Agreement) shall be as set forth in Document 00 52 00.
- 13. The names of all persons interested in the foregoing Bid as principals are:

Bid Form

00 4113 - 4

**IMPORTANT NOTICE**: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

### NAME OF BIDDER: \_\_\_\_\_ FLOWLINE CONTRACTORS INC

licensed in accordance with an act for the registration of Contractors, and with license number: \_\_\_\_\_697400 \_\_\_\_\_\_Expiration: \_\_\_10/31/24

Sacramento, CA	Benjamin Borba - President, CEO, CFO, Secretary
(Place of Incorporation, if Applicable)	
(Fidee of incorporation, if Applicable)	(Principal)

(Principal)

(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Bidder)

**NOTE**: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

Flowline Contractors Inc

6560 Asher Lane

Sacramento, CA 95828

Contractor's Representative(s):	<u>Benjamin Borba - Presid</u> (	<u>ent, CEO, CFO, Secretary</u> Name/Title)			
	(	Name/Title)			
	(1	Name/Title)			
Officers Authorized to Sign Contracts		ent, CEO, CFO, Secretary_ Name/Title)			
	(1	Name/Title)			
	(1	Name/Title)			
Telephone Number(s):	(916) 353-7525				
	(Area Code)	(Number)			
	(Area Code)	(Number)			
Fax Number(s):	(916) 383-7737				
	(Area Code)	(Number)			
	(Area Code)	(Number)			
Email Address(es):	bborba@flo	wlineinc.com			
Date of Bid:	07/18	3/2024			

### END OF DOCUMENT

#### DOCUMENT 00 41 13

#### **BID FORM**

#### TO OLIVEHURST PUBLIC UTILITY DISTRICT

#### THIS BID IS SUBMITTED BY:

LAFLENE ENGINEERI (Firm/Company Name)

Re:	Historic Olivehurst Pipeline Replacement Project, Project Number 2024-001.

- 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **OLIVEHURST PUBLIC UTILITY DISTRICT** in the form included in the Contract Documents, Document 00 52 00 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
- 2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 11 16 (Notice Inviting Bids), and Document 00 21 13 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 Days after the day of Bid opening.
- 3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, attended, or elected not to attend, the voluntary Pre-Bid Meeting, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

Addendum Number	ADDENDUM DATE	Signature of Bidder
01	7/9/74	game
02	7/15/24	9
DZ	7/17/24	9~~~~~
	•	с 

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

Bid Form

### Historic Olivehusrt Pipeline Replacement Project - Addendum 1

### **Specifications**

Section 00 11 16 - Notice Inviting Bids

Corrected bid due date to be consistent with other documentation. Bid due date is July 18<sup>th</sup> at 2:00pm.

Section 00 21 13 – Instructions to Bidders

6.05 – Wage Rates, the project is funded through the DWR drought relief funding program and DWR requires prevailing wage reporting. See labor rate template included in appendix to be filled out and submitted by contractor. This will be in addition to the normal DIR reporting requirements. Example of the DWR wage reporting document is included in the appendix at the end of the bid package.

Section 00 41 13 - Bid Form

Updated bid form to include an item for 120' of Restrained 6" PVC DR14 Pipe located on the private road at the end of the 8<sup>th</sup> Ave alignment (Sheet 18 – C25 Private Road Alignment). Bid item 8.

Section 00 45 13 - Statement of Qualifications for Construction

2.02 - Submittals: C. Audited or Reviewed Financial Statements

Requirements removed, documentation of audited or reviewed financial statements is not required.

Section 01 11 00 Summary of Work

Updated bid items to include an item for 120' of Restrained 6" PVC DR14 Pipe located on the private road at the end of the 8<sup>th</sup> Ave alignment (Sheet 18 – C25 Private Road Alignment). Bid Item 8.

Section 01 45 23 – Testing and Inspection

Section 1.08 incorrectly focuses on building code testing and inspection requirements. Replaced references in this section with Title 22, Division 4, Chapter 16 – California Water Works Standards.

Section 02075 – Protection, Testing, and Restoration of Existing Facilities

Updated section 1.03 A & B to correctly reference 00 72 00 – Section 13.02 and Section 13.03 respectively.

Section 15401 PVC Pipe - Section 3.03 Testing

B - 3. Allowable Leakage - Leakage testing requirements updated to include OPUD Standard for leak testing.

C – Added an additional section to highlight the testing requirements after disinfection. Highlighting requirements per OPUD standards as well as including HPC ( Heterotopic Plate Count ) testing as part of the disinfection testing.

### **Drawings**

DWG C25 - Sheet 18

Removed callout for 8" PVC. New main to be 6" PVC for the private road alignment shown on this sheet.

# Historic Olivehusrt Pipeline Replacement Project - Addendum 2 Changes

### **Specifications**

Document 00 01 10 Table of Contents

1. Updated to include new technical specifications section for trenchless pipe installation to accommodate potential for boring of services.

Document 00 01 15 List of Drawings, Tables, Schedules, and Technical Specifications

1. Updated to include new technical specifications section for trenchless pipe installation to accommodate potential for boring of services.

Document 00 11 16 Notice Inviting Bids

1. Updated the licensing requirement for the job to correctly state Class A contractor's license is required to bid the contract (Class B not an acceptable qualification).

Document 00 41 13 Bid Form

- 1. Bid item for New 8" DR14 Unrestrained PVC pipe has been updated to correctly list bid time as unit price per lineal foot.
- 2. Bid item added for New 6" DR14 Restrained PVC pipe has been added.
- 3. Bid item for landscape and hardscape has been added.
- 4. Note that pavement restoration quantities have been updated to only include the mainline pavement restoration. Restoration associated with services has been included in the bid items for New service Installation, see updates to Section 01 11 00 Summary of Work.

Section 01 11 00 - Summary of Work

- 1. Bid items 26, 27, 28, 29, 30 have been updated to include pavement restoration associated with new service installation.
- 2. Bid items 32, 33 have had the quantities reduced to only cover the mainline restoration. Additional pavement restoration to be included with bid items which are expected to disturb pavement.
- 3. Added bid item 34 Landscape and hardscape repair. This bid item covers all potential damage to private property that may occur while reestablishing service connections.

Section 02400 - Trenchless Pipe Installation

1. Section added to accommodate boring of services when determined beneficial by the contractor.

Section 02491 Landscaping Repairs

1. Removed section requiring contractor to provide maintenance of the replaced landscaping, 3.07 - Post construction documentation updated to provide direction on invoicing for progress payments.

Section 02575 Pavement Restoration

1. 3.07 Service & in-tract related pavement restoration updated to include direction for patching of potholes that may be performed outside of trenching activities that will require a permanent pavement patch in lieu of being patched as part of the T-Trench restoration.

Section 15080 Pipe Fittings and Accessories

 Updated section 2.02 B. to include preapproved fittings for service installation and updated poly pipe from PE 3408 pressure class 200 to PE 4710 and pressure class 250 to be consistent with poly service pipe currently used by OPUD.

### **Drawings**

Sheet G8, G9 - updated sheet number to correctly match sheet index

Sheet C25 – Addendum 1 change clouded to highlight correct pipe size

Sheet D1 – updated sheet number to correctly match sheet index

Sheet D2 – updated sheet number to correctly match sheet index, detail 3 – Anodes removed, no anodes will be required. All metallic appurtenances shall receive appropriate polyethylene wrap/encasement per specifications.

Sheet D3 – Updated sheet number to correctly match sheet index, Detail 6 – 1" water service has been revised to accurately represent OPUD's current meter installations. For service reconnection contractor will be required to furnish all components from the mainline to the angle ball stop valve (item 1 in the material list). For relocated meters contractor will be required to also furnish the meter spud and necessary components to reestablish the in-tract connection to the nearest existing in-tract location with an appropriate coupling.

Sheet D4 – updated sheet number to correctly match sheet index

Sheet T1 – updated sheet number to correctly match sheet index

Sheet T2 – updated sheet number to correctly match sheet index

### Appendices

. . .

Added Title pages for each appendix listed in the table of contents

- Appendix 1 Olivehurst PUD Improvement Standards and Standard Details
- Appendix 2 Yuba County General Notes
- Appendix 3 Yuba County Encroachment Permit Application & General Conditions
- Appendix 4 Yuba County Traffic Control Devices
- Appendix 5 Department of Water Resources Variance Documents (new)
- Appendix 6 Department of Water Resources Prevailing Wage Reporting Form

Appendix 7 – OPUD Well Data

### Historic Olivehusrt Pipeline Replacement Project - Addendum 3 Changes

### **Specifications**

Section 01 11 00 - Summary of Work

- Bid item 5 Pothole of Exiting Utilities has been updated to indicate that this bid item is specific to potholing of the mainline only and should be bid on unit cost. This is for the purpose of informing the District and the Engineer of underground utility locations, depths, sizes, etc. prior to construction in order to determine if revisions to the design are necessary.
- Please note that potholing efforts for new water services are to be bid as part of the unit cost for installing each service, the number of existing utilities requiring potholing will be different for each type and location.

Document 00 41 13 - Bid form

- Bid item 5 Pothole of Existing Utilities has been revised to provide an accurate estimate for the number of potholes (previously summarized as lump sum in the summary of work).
- Bid item 33 Pavement Restoration has had its quantity increased. The purpose is to account for additional restoration that may be required on Olivehurst Ave. The County has not provided specific limits of restoration so we assume any disturbance to an individual quadrant of the impacted intersections will require a complete grind, overlay and restriping of that quadrant to the curb return.

### SCHEDULE OF BID PRICES

All Bid items, including lump sums, and alternates (if any), must be filled in completely. Bid items are described in Section 01 11 00 (Summary of Work). Quote in figures only, unless words are specifically requested.

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
1	1	Mobilization/demobilization	L.S.	N.A.	149,450.00
2	1	Traffic control plan preparation, approval, and implementation	L.S.	N.A.	132,715.00
3	1	Water pollution control plan preparation, approval, and implementation	L.S.	N.A.	18,015.00
4	1	Site Safety (sheeting, shorting and bracing)	L.S.	N.A.	90,000.00
5	100	Pothole existing facilities	EA.	1165.00	116,500.00
6	1	Demolition and abandonment	L.S.	N.A.	22,155.00
7	277	New 6-inch PVC Main DR 18 (unrestrained)	L.F.	135.00	37,395.00
8	120	New 6-inch PVC Main DR 14 (restrained)	L.F.	153.00	18,360.00
9	4,830	New 8-inch PVC Main DR 18 (unrestrained)	L.F.	150.00	774,500.00
10	451	New 8-inch PVC Main DR 14 (unrestrained)	L.F.	158.00	71,258.00
11	655	New 8-inch PVC Main DR 14 (restrained)	L.S.	N.A. <b>154.cu</b>	166,370.00
12	6	8-inch Inline Gate Valves	EA.	6,125.00	36,750.00
13	1	Undercrossing (48" Storm Drain) Via Jack and Bore Western Ave	L.S.	N.A.	142,060.00
14	1	Undercrossing (36" Storm Drain) Via Jack and Bore 8th Ave	L.S.	N.A.	142,060.00

Bid Form

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost	
15	1	Tie-In to Existing System 1/T1 (8th Ave STA 13+95)	L.S.	N.A.	42,965.00	
16	1	Tie-In to Existing System 2/T1 (8th Ave STA 24+06)	L.S.	N.A.	14,420.00	
17	1	Tie-In to Existing System 3/T1 (9th Ave STA 1+00)	L.S.	N.A.	15,950.00	
18	1	Tie-in to Existing System 4/T1 (9th Ave STA 14+23)	L.S.	N.A.	22,00.00	
19	1	Tie-in to Existing System 5/T1 (10th Ave STA 13+82)	L.S.	N.A	21,900.00	
20	1	Tie-In to Existing System 6/T2 (Western Ave STA 1+11)	L.S.	N.A.	24,850.00	
21	1	Tie-In to Existing System 7/T2 (Western Ave STA 21+07)	L.S.	N.A.	16,670.00	
22	1	Connection to New System 8/T2 (Western Ave STA 14+22)	L.S.	N.A.	26,090.00	
23	1	Connection to New System 9/T2 (Western Ave STA 7+58)	L.S.	N.A.	18,060.00	
24	1	Connection to New System 10/T2 (8th Ave STA 23+80)	L.S.	N.A.	17,435.00	
25	18	Install New Fire Hydrant Assembly	EA.	16,260,00	292,680,00	
26	31	New Water Service – Long Side	EA.	5,56000	172,360.00	
27	35	New Water Service – Long Side with Meter Relocation	EA.	5565.00	194,775.00	
28	50	New Water Service – Short Side	EA.	3,920.00	196,000.00	
29	34	New Water Service – Short Side with Meter Relocation	EA.	3,95a@	134-300+00	
30	3	New Water Service – Vacant Lot	EA.	4,225.00	12,675.00	

Bid Form

Rev. 1 June 17th, 2024

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
31	1	Flush/Pressure Test/ Disinfection	L.S.	N.A.	Bl, 605.00
32	36,640	Pavement Restoration Mainline & Services (T-Trench)	S.F.	9.75	357,240.00
33	54,960	Pavement Restoration (2" Keygrind and Overlay)	S.F.	4.25	233,580.00

Total Bid Price: 3,763,063.00 <u>three million seven hundred sixty three thousand and sixty three dollars</u> (Indicate Bid Price in Words) and zero cents

- 5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 11 16 (Notice Inviting Bids) and Document 00 21 13 (Instruction to Bidders).
- 6. Subcontractors for work are listed on Document 00 43 14 (Subcontractors List), submitted herewith.
- 7. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
- 8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 41 13 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 21 13 (Instructions to Bidders) within the times specified therein.
- 9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
- 10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 21 13 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to **OLIVEHURST PUBLIC UTILITY DISTRICT**.
- 11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 72 00 (General Conditions) and to complete all Work within the time specified in Document 00 52 00 (Agreement).
- 12. The undersigned Bidder agrees that, in accordance with Document 00 72 00 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 52 00 (Agreement) shall be as set forth in Document 00 52 00.
- 13. The names of all persons interested in the foregoing Bid as principals are:

**IMPORTANT NOTICE:** If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

Bid Form

00 4113 - 4

Rev. 1 June 17th, 2024

NAME OF BIDDER:	GINEERILIG, INC
licensed in accordance with an act for the registration number:959b80	of Contractors, and with license _ Expiration:
(Place of Incorporation, if Applicable)	Principal)
	MINTA LAFIER - SELPETADY (Principal)
	(Principal)
certify (or declare) under penalty of periury u	nder the laws of the State of California that the

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

- (Signature of Bidder) PDESIDENT
- **NOTE:** If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

1589 BENELLCT.	
UNITB	
ROSEMLE, CA 95747	

Business Address:

DAMON LAFIEUR - PRESIDENT (Name/Title) Contractor's Representative(s): <u> 14 IAFIELIC - SECHETAR</u> (Name/Title) Name/Title) (Name/Title) Officers Authorized to Sign Contracts DAMON <u>AFLEN – SELP</u> (Name/Title) (Name/Title) Telephone Number(s): Number) MINA Number) APRA Fax Number(s): rea Code) (Number) (Area Code) (Number) lexcavotinginc@gmail.com gjd@lexcavatinginc.com 07/18/2024 Email Address(es): Date of Bid:

### END OF DOCUMENT

Rev. 1 June 17th, 2024

#### DOCUMENT 00 43 13

#### BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned

LaFleur Engineering, Inc.

(Name of Contractor)

<u>Bid</u> Dollars (<u>\$ 10% of Amount</u> <u>Bid</u>) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's Total Bid Price, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is submitting a Bid for Project Number **2024-001** for construction of the 1970 9th Ave, Olivehurst, CA 95961 in the City of <u>Olivehurst</u>, CA.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guaranty, and all other endorsements, forms, and documents required under Document 00 21 13 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

	IN WITNESS WHEREOF	the above bounden parties have executed this instrument this	15th
day of _	July	, 2024.	1301
	(Month)		

(Corporate Seal)

LaFleur Engineering, Inc. By UINA POFU

By <u>\*Old Republic Surety Company</u> Surety

(Corporate Seal)

Bv

Kathleen Le, Attorney in Fact

END OF DOCUMENT

00 43 13 - 1

ACKNOW	LEDGMENT
A notary public or other officer completing th certificate verifies only the identity of the indi who signed the document to which this certifiattached, and not the truthfulness, accuracy, validity of that document.	ividual ficate is
State of California County of <u>Sacramento</u>	_)
On July 15, 2024 before me,	S. Smith, Notary Public (insert name and title of the officer)
	(insert name and title of the officer)
subscribed to the within instrument and acknow his/her/their authorized capacity(ies), and that person(s), or the entity upon behalf of which the	evidence to be the person( <del>s)</del> whose name( <del>s)</del> is/ <del>are</del> wledged to me that <del>he</del> /she/ <del>they</del> executed the same in by <del>his</del> /her/ <del>their</del> signature( <del>s)</del> on the instrument the he person( <del>s)</del> acted, executed the instrument. the laws of the State of California that the foregoing
WITNESS my hand and official seal.	S. SMITH COMM. # 2442257 NOTARY PUBLIC CALIFORNIA COUNTY OF SACRAMENTO Comm. Expires APR. 22, 2027 (Seal)



#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: Renee Ramsey, Elizabeth Collodi, John Weber, Jessica Moniux, John Hopkins, Sara Walliser, Breanna Boatright, Deanna Quintero, Bill Rapp, Tony Clark, Matthew Foster, Jason March,

Samantha Watkins, Paula Senna, Pam Sey, Jennifer Lakmann, Mindy Whitehouse, Phil Watkins, Brad Espinosa, Kathleen Le, Sharon Smith, Cassandra Medina, Steven Williams of Chico, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof. (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

#### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD **REPUBLIC SURETY COMPANY on February 18,1982.** 

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant (i) secretary; or
- when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be (ii) required) by a duly authorized attorney-in-fact or agent; or
- when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority (iii) evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be 5th 2024 April affixed this day of .

April

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this		. day of
	Kana	بم ا ا مطلقه م م

SURE 678 SEAL 19.81

\_\_, personally came before me, \_\_

OLD REPUBLIC SURETY COMPANY

President

Alan Pavlic

Karen J Haffner and. , to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

2024



My Commission Expires: September 28, 2026

CERTIFICATE (Expiration of notary's commission does not invalidate this instrument) I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

31 2100



SUAF

Signed and sealed at the City of Brookfield, WI this

15th 2024

InterWest Insurance Services

ACKNOWLE	DGMENT
A notary public or other officer completing this certificate verifies only the identity of the individu who signed the document to which this certificat attached, and not the truthfulness, accuracy, or validity of that document.	ual te is
State of California County of	
On 7/17/2024 before me,	(insert name and title of the officer)
personally appeared $M_{1NA} \leq L_{A}T$ who proved to me on the basis of satisfactory evid subscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by h person(s), or the entity upon behalf of which the per-	ence to be the person(s) whose name(s) is/are lged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	laws of the State of California that the foregoing
WITNESS my hand and official seal.	S. HALLECK Notary Public - California Sacramento County Commission # 2350907 My Comm. Expires Mar 11, 2025
Signature	(Seal)

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#### **DOCUMENT 00 43 14**

#### **BIDDER REGISTRATION FORM**

### INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License #959080
Date: 7/16/2024 Fed Tax I.D. # 26-1562621
Full Corporate Name of Company: <u>LaFleur Engineering Inc</u>
Street Address: 1588 Bedell Ct Unit B, Roseville, CA 95747
Mailing Address: <u>PO Box 2391, Orangevale, CA 95662</u>
Phone:916-496-2206 Fax:
Name of Principal Contact:
California Department of Industrial Relations ("DIR") Number: <u>1000838965</u>
Type of Business:       Sole Proprietor       Partnership        Non-Profit 501(c)(3)       XCorporation        other (please explain:)
<b>INSURANCE</b> (Complete all items listed below that are applicable and/or are required by Document 00 73 16, Supplemental Conditions – Insurance and Indemnification)
Workers' Compensation:
Carrier:Everest Premier Insurance Company
Address: <u>1340 Treat Blvd</u> , Walnut Creek, CA 94597

Phone and Fax: <u>855-252-4695</u>

Policy Number: \_\_\_\_\_7600023461231\_\_\_\_\_\_

### **General Liability:**

Carrier: Greenwich Insurance Company

Address: 505 Eagleview Blvd., Suite 100 Exton, PA 19341-1120

Phone and Fax: <u>800-688-1840</u>

Policy Number: <u>NPC100882500</u>

**Bidder Registration Form** 

\_\_\_\_\_

1

Personal & Advertisi	ng Injury \$1.000.000	s Agg \$2,000,000 Each Occurrence \$1,000,000
Automobile Liability:	nerre data in a constante da cons Internet da constante	
	urance Company	
Address: PO Box 10730, Santa A	<b>O A B B B B B B B B B B</b>	
Policy Number: <u>BA0400000075278</u>		
Policy Limits: \$1,000,000, 1,000,	000	
All-Risk Course of Construction:		
Carrier:		
Professional Liability (if applicable):		
Carrier:	· · · · · · · · · · · · · · · · · · ·	
Address:	*#* <u></u>	
Policy Limits: \$		
A.M. Best Rating:		·····
Pollution Legal Liability Insurance (i	f applicable):	
Carrier:		
Address:		
Bidder Registration Form	00 4314 - 2	OPUD - Historic Olivehurst Pipeline Replacement Project

Policy Number:
Policy Limits: \$
A.M. Best Rating:
Excess Liability Insurance (if applicable):
Carrier: <u>Greenwich Insurance Company</u>
Address:505 Eagleview Blvd., Suite 100 Exton, PA 19341-1120
Phone and Fax: <u>800-688-1840</u>
Policy Number:NEC600774400
Policy Limits: \$Each Occurrence \$5,000,000 Aggregate \$5,000,000
A.M. Best Rating: <u>A+ XV</u>
Other Liability Insurance (if applicable):
Carrier:
Address:
Phone and Fax:
Policy Number:
Policy Limits: \$
A.M. Best Rating:

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER: LaFleur Engineering Inc

(COMPANY NAME)

By: <u>Damon LaFleur</u> NAME President\_\_\_\_\_ TITLE

By: \_(

07/10/24 DATE

Bidder Registration Form

#### SAFETY AND EXPERIENCE RECORD

The following statements as to the Bidder's safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder's interstate Experience Modification Rate for the last three years.

**2021** <u>0</u> **2022** <u>0</u> **2023** <u>0</u>

If Bidder was not eligible to obtain a formal rating from the Workers Compensation Insurance Rating Bureau for any of the years listed above, Bidder must submit written information from its workers compensation insurance company that establishes what Bidder's equivalent EMR would be.

2. Total Recordable Incident Rates (RIR)

What were Bidder's Total RIR for each of the last three years?

**2021** 0 **2022** 0 **2023** 0

Average of last three years: \_\_\_\_\_ (no rounding)

3. Total Lost Time Incident Rates (LTIR)

What were Bidder's Total LTIR for each of the last three years?

**2021** 0 **2022** 0 **2023** 0

Average of last three years: 0 (no rounding)

4. Use Bidder's last year's Cal/OSHA 300 log to fill in the following number of injuries and illnesses:

a.	Number of lost workday cases	0
b.	Number of medical treatment cases	1
c.	Number of fatalities	0
Employee hours worked last year		56,062
State the name of Bidder's safety engineer/manager:		Garrett Davis

Attach a resume or outline of this individual's safety and health qualifications and experience.

5.

6.

#### I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

**BIDDER:** 

By:	gn		
	0	Signature	

Its: President

Title

Date 7/17/2024

END OF DOCUMENT

**Bidder Registration Form** 

#### DOCUMENT 00 4336

#### SUBCONTRACTORS LIST

1. **Subcontractor's List**. The Subcontractors List must include the names of all subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount.

Name of Subcontractor and Location of Place of Business	Description of Work	Subcontractor's License No.	DIR Registration Number
Pacific Roving Carvonneps, CA	JACK \$ DODE	553794	1000003953
Hor-Cal Pipeline Services POSEUME, CA	POTHDLE	935878	100005777
Harrison Concrete Cutting Woodland, ca	SAWLUTTING	764-04-1	100002611
WBE, TRAPFIL CONTROL, INC FAIRDAKS, CA	TRAFFIC CONTROL	1052950	1000651494
Vintage paving co., Inc. Winters, ca	PAVING.	709237	1000000609
Winters, ca Sierra Traffic markings Poscville, (a	striping.	755317	00000 2783

(Bidder to attach additional sheets if necessary)

(PUBLIC CONTRACT CODE §4100 ET SEQ.)

2. **Subcontracting Limits**. The Contractor shall perform with its own organization work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with its own organization. When items of work in the Bid schedule are preceded by the letter (S), such items shall be deemed designated "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted; the value of work subcontracted will be based on the estimated percentage of the contract item bid price, determined from information submitted by the Contractor, subject to approval by Owner.

#### **END OF DOCUMENT**

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#### DOCUMENT 00 45 13

#### STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

#### **ARTICLE 1 – GENERAL INFORMATION**

#### 1.01 Minimum Bidder Qualifications.

- A. Bidders must be duly licensed, pursuant to the license requirements in Document 00 11 16, Article 2.01, and in accordance with the California Business & Professions Code Sections 7006, *et seq.*, and have a history of work performance sufficient to meet the requirements of a responsible bidder in the Public Contract Code Section 1103.
- B. Bidders must have five (5) years experience as a continuously operating entity engaged in the performance of similar work.
- C. Bidders must demonstrate successful completion of <u>three (3) underground utility</u> <u>replacement/installation projects within the past ten (10) years</u> that involve construction of water facilities that were of similar size and nature to the Work for Owner consideration.

#### 1.02 Measurement.

- A. Bidder's compliance with the minimum qualification requirements will be measured by Bidder's experience as an operating entity and also by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.
- B. If Bidder subcontracts portions of the Work, Owner, in its determination of whether the minimum qualification requirements have been met, may consider the qualifications of the Subcontractor's supervisory personnel.
- C. The qualifications of the Key Personnel, as stated in Attachment A, are to be submitted with the Statement of Qualifications (**SOQ**), by providing the information described in this Document 00 45 13.

#### 1.03 Other Requirements.

- A. Bidder's attention is called to the following minimum requirements for a Bidder to be found responsible to perform the Work:
  - 1. Financial Strength. Sufficient financial strength, stability and resources as measured by Bidder's equity, debt-to-assets ratio, and capability to finance the Work to be performed.
  - 2. Building Capacity. Ability to secure, in accordance with the Contract documents, the required forms of Construction Performance Bond and Construction Labor and Material Payment Bond. Ability to obtain required insurance with coverage values that meet minimum requirements.
  - 3. Subcontracting Prior Experience. Satisfactory experience on public works, including without limitation no history of default termination, excessively delayed completion or excessive defective work.
  - 4. Public Project Experience. Evidence that Bidder and its team, have the human and physical resources of sufficient quantity and quality to perform the Work under Contract documents in a timely and Specification-compliant manner, to include:
    - a. Construction and management organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment for the Project.
    - b. Minimum licensing requirements including evidence of a valid California contractor's license for the Bidder and evidence of requisite licenses for Key Personnel of Bidder.
    - c. Sufficiency of proposed quality assurance plan to meet the requirements of the Contract documents.
    - d. Bidder's safety record.
    - e. Minimum experience requirements of the prime contractor including the completion of

Statement of Qualifications

00 45 13 - 1

at least the minimum projects described in paragraph 1.02.C above.

- f. A field organization with skills, experience, and equipment sufficient to perform all on-Site work and necessary scheduling.
- g. Expertise of Key Personnel to accomplish the duties and responsibilities required to perform the Work under Contract documents. Minimum experience requirements of Key Personnel including the completion of three projects of similar nature and complexity and having two years of experience on projects of similar nature and complexity.
- B. [Intentionally omitted].

#### ARTICLE 2 – REQUIRED CONTENTS OF SOQ SUBMISSION

#### 2.01 Transmittal Letter.

A. The Transmittal Letter shall name the proposed prime contractor, its legal structure (i.e., corporation, partnership, limited partnership, joint venture). If a joint venture or partnership is proposed, Bidder shall identify partner and/or member of the joint venture and their roles and responsibilities.

#### 2.02 Submittals.

- A. <u>Completed Questionnaires</u>. Bidder shall include a completed Statement of Qualification Questionnaire in the form attached to this Document 00 45 13 as <u>Attachment A</u>.
- B. <u>Resumes of Proposed Key Personnel</u>. Bidder shall provide a resume for each named Key Personnel of Bidder, to include as necessary: Years of experience; Education degrees, schools and years obtained; Professional Registrations; Fluency in English (Yes/No); At least two client references, including contact names, addresses and telephone numbers, and description of projects of a similar nature worked on in the past five years.
- C. <u>Audited or Reviewed Financial Statements</u>. Include audited or reviewed financial statements for the three most recently completed fiscal years for Bidder and each member of any proposed consorting or joint venture. Also include audited or reviewed financial statements for the three most recently completed fiscal years for any parent companies of Bidder and each member of any proposed consortium or joint venture.
- D. Surety Letter re: Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, and category of III or better for Owner consideration, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 61 13.13 (Construction Performance Bond) and (Construction Labor and Material Payment Bond), each in the penal sum of the Contractor's bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- E. <u>Insurer Letter re: Capability to Provide the Required Insurance</u>. Bidder shall provide a letter from an insurance underwriter, having a financial rating reasonably acceptable to Owner, confirming that the insurer will provide Bidder the required coverages and amounts specified in the Contract Documents.
- F. <u>Description of Human and Physical Resources</u>. Bidder shall identify, describe, and quantify for itself, the following technical information for the construction work: Description and location of manufacturing facilities, naming products and quantifying production capacity and current demand; Description of field organization(s), naming skills and equipment; Description of safety program

Statement of Qualifications

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quality control procedures, and safety experience; and

- G. <u>License</u>: Evidence of a valid contractor's license and required licenses of all licensees of persons who are Key Personnel necessary to perform the Work.
- H. <u>Litigation History</u>. Description of litigation history for the past three years including names of involved parties, nature of dispute, and disposition.

#### 2.03 Format.

- A. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meet Owner's requirement. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).
- B. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 00 45 13 must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 00 45 13 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

# [NEXT PAGE - STATEMENT OF QUALIFICATION QUESTIONNAIRE]

#### **DOCUMENT 00 45 13**

#### <u>ATTACHMENT A</u> – Statement of Qualification Questionnaire

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00 21 13 (Instructions to Bidders) and Document 00 45 13 (Statement of Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

#### **CONTACT INFORMATION**

		<b>CONTROL INFORMATION</b>		
Co	mpany Name:	LAFLEUR ENGINGERING, INC	4	
Ow	Owner of Company: DAMON LAFLEUR			
Cor	ntact Person:	DAMONE LAFLEUR		
Ado	dress:	1588 BEDELL COURT, UNIT B RD	SEULE, CA 95747	
Pho	one:	(916)496-2206 Fax:	·	
Em	ail:	lexcavatinginc@gmail.com		
		PART A: GENERAL INFORMATION		
1.	Does Bidder pos the work propose	sess a valid and current California Contractor's license for ed?	Yes 🔨 No	
2.	Does Bidder ha Document 00 73	ve the minimum liability insurance coverage required in 16 – Insurance and Indemnification?	Yes No	
3.	B. Has Bidder's License been revoked at any time in the last five years? Yes No			
4.	4. Has Bidder been "default terminated" by an Owner (other than for Yes No  convenience), or has a Surety completed a contract for Bidder within the last five years?			
5.	. Has Bidder been convicted more than twice for failure to pay prevailing wages Yes No in the last three years?			
6.	Has Bidder attac and accompanyir	hed copies of its reviewed or audited financial statements ng notes for the last three years?	Yes No	
7.		all listed subcontractors registered and qualified with the dustrial Relations pursuant to Labor Code Section 1725.5?	Yes No	
Bidder may be disqualified if any answer to questions 1, 2, 6, or 7 is No. Bidder may be disqualified if any answer to questions 3, 4, or 5 is Yes.				
PART B: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS (SAFETY)				
1.	Has Cal/OHSA, Fe	deral OSHA, the EPA or any Air Quality Management Agenc	y cited Bidder in the	

past five years? Yes \_\_\_\_ No \_\_\_\_ if yes, attach description of each citation.

2. How often does Bidder require documented safety meetings be held for:

Statement of Qualifications 0

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Field Supervisor	Weekly 🕠	Bi-Weekly	Monthly	Less Than Monthly
Employees	Weekly	📈 Bi-Weekly 🔜	Monthly	Less Than Monthly
New Hires	Weekly	ZBi-Weekly	Monthly	Less Than Monthly
Subcontractors	Weekly 🔄 🗸	🖉 Bi-Weekly	Monthly	Less Than Monthly

- How often does Bidder conduct documented safety inspections?
   Quarterly \_\_\_\_\_ Semi-annually \_\_\_\_\_ Annually \_\_\_\_\_ Other \_\_\_\_\_
- 4. Does Bidder have home office safety representatives who visit/audit the job site? Quarterly \_\_\_\_\_ Semi-annually \_\_\_\_\_ Annually \_\_\_\_\_ Other \_\_\_\_\_
- 5. What is Bidder's Interstate Experience Modification Rate? \_\_\_\_\_. (A rating in excess of [1] may constitute grounds for disqualification as non-responsible).

#### (PREVAILING WAGE PROVISIONS)

 Has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence. Yes \_\_\_\_\_ No \_\_\_\_\_

#### (LICENSE PROVISIONS)

7. Has Bidder changed names or license numbers in the past 5 years? If so, please state reason for change.

Yes V No \_\_\_ Reason: JUST WELT FROM EXCAVATING TO ENGINEERING.

#### (DISPUTES)

- 8. In the past five years, has Bidder on any project that Bidder performed construction services made any written claim against any owner for additional compensation or additional time, that the owner disputed, exceeding on a per project basis an aggregate amount of \$100,000 or 10% of the original contract sum? If yes, attach description of each instance including details of total claim(s) amount, resolution description including amount, and Owner's name and phone number.
  Yes \_\_\_\_\_ No \_\_\_\_
- 9. In the past five years, has any owner on any project that Bidder performed construction services asserted any written claim against Bidder for delay, defective work, warranty work, backcharges and/or offsets, that the Bidder disputed, exceeding on a per project basis, an aggregate amount of \$100,000 or 10% of the original contract sum? If yes, attach description of each instance including details of total claim(s) amount, resolution description including amount, and Owner's name and phone number. Yes \_\_\_\_\_ No \_\_\_\_\_

#### (BONDING)

10. Bonding Capacity – Provide of Name of bonding company/su	ocumentation from Bidder's	surety identifying the following: In surance Services	
Name of Surety Agent:	•		
Surety Agent address:	950 CAL CENTER	2 DR, BLD. 3 SUITE 200, SA	K,C
Surety Agent phone number:			(
Is surety a California-admittee	l surety? Yes No		
Statement of Qualifications	00 45 13 - 5	OPUD - Historic Olivehurst	

Pipeline Replacement Project

Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes \_\_\_\_\_ No \_\_\_\_\_

List surety's A.M. Best Rating:

What is Bidder's total bonding capacity? \_\_\_\_\_

What percent does Bidder pay for bonds? \_\_\_\_\_

## PART C: EXPERIENCE OF PRIME CONTRACTOR

A 5,000,000.00

1% OF TOTAL BID

The nature of this Project requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

#### Prime Contractor

List three (3) projects involving underground utility replacement/installation that involved construction of water facilities of similar size and scope to the Work of the Contract, completed in the past ten years, and provide the name of the superintendent, project manager and scheduler. NOTE: This listing will be used to assess compliance with the stated minimum qualifications in Paragraph 1.01.

Project Name	Construction Cost (\$)	Year Completed	Name of Project Superintendent	Name of Project Manager	Name of Project Scheduler
SAN WAN WATER UNE PEPLALEMENT CARMILIMEL WATER DISTRICT	42.5 MIL	2014	DAMONI	GREATT	GARBETT DAMS
MARAN APTA	\$900,00000	2074	DAMON	GAPRETT DAWZ	GARAGTT DAWS
Ali LANE DFME MID	\$400,000.0	2024	Othman LAFUEUR	GARDETT DAVIS	GARPETT

Statement of Qualifications

## <u>Key Personnel</u>

List Key Personnel that will be assigned to the Work of the current Project and their experience/training with the projects listed above:

Project Manager: GAPPLETE DATAS	:
Project Superintendent: Damon LAFLER	
Project Scheduler: GARCETT DANS	•
Recent Projects	
Provide information about three (3) of its most currently completed public projects. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications in Paragraphs 1.01. If a separate sheet is used, it must contain all of the following information:	
1. Project Name: San Juan Ave Waterline Replacement Project	/
Location: <u>Carmichael</u> , CA	
Owner: Carmichael Water District	
Owner Contact (name and phone): Scott Pair (916) 869-8164	
Architect/Engineer:	-
Architect/Engineer Contact (name and phone number):	
Const. Mgr. or Project Mgr. (name and phone number):	
Description of Project, Scope of Work Performed: Install 1729 LE DE 10" main (DIP)	
2663 LF 3" MAIN, 70 services, 650 TN Pove & Overlay (2000 SF &	weet
Total Construction Cost: <u>\$2,4-65,896.90</u>	
Total Change Order Amount: <u>206,075.90</u>	•
Did Change Orders exceed 10% of original contract sum? <u>YES</u> If yes, please explain on separate sheet.	
Original Scheduled Date of Completion: <u>03/24</u>	
Time Extensions Granted (number of Days): 60 DAY (TEMPERATURES	
Actual Date of Completion: May 2024	
Number of Stop Notices filed by Subcontractors or Suppliers: $\oint$	
2. Project Name: MAMANATHA PLACE DEWLE	
Location: <u>GRASS VALLEY, CA</u>	
Owner: Nevada Irrigation District	
Owner Contact (name and phone): Adrian Schneider (Sp) 271-6939	
Statement of Qualifications 00 45 13 - 7 OPUD - Historic Olivehurst Pipeline Replacement Project	

Rev. 1 June 17th, 2024

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	Architect/Engineer:
	Architect/Engineer Contact (name and phone number)://
	Const. Mgr. Or Project Mgr. (name and phone number)://
	Description of Project, Scope of Work Performed: Install New 8" OIP water main (3000)
	3 FH's, Trench Paving, 20 services
	Total Construction Cost:4855,755.00
	Total Change Order Amount:
	Did Change Orders exceed 10% of original contract sum? <u>HO</u> If yes, please explain on separate sheet.
	Original Scheduled Date of Completion: 07 03 2024
	Time Extensions Granted (number of Days):
	Actual Date of Completion: 07/07/2014
	Number of Stop Notices filed by Subcontractors or Suppliers:
3.	Project Name: AU LANE DEVLE
	Location: <u>Auburn, Ca</u>
	Owner: Nevada Irrigation District
	Owner Contact (name and phone): <u>Tonice Hervera (570) 271-6815</u>
	Architect/Engineer:
	Architect/Engineer Contact (name and phone number):
	Const. Mgr. Or Project Mgr. (name and phone number):///
	Description of Project, Scope of Work Performed: Installation of New E' (1300 LF)
	Description of Project, Scope of Work Performed: Installation of New E' (1300 LF) WATENMAIN in roadway, Fire Hydrants & Services
	Total Construction Cost: 361,857.00
	Total Change Order Amount: DEDUCTIVE
	Did Change Orders exceed 10% of original contract sum? <u>HO</u> If yes, please explain on separate sheet.
	Original Scheduled Date of Completion: 5/3/24
	Time Extensions Granted (number of Days):
	Actual Date of Completion: 04 26 24
	Number of Stop Notices filed by Subcontractors or Suppliers:
Sta	tement of Qualifications 00 45 13 - 8 OPUD - Historic Olivehurst Pipeline Replacement Project

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#### PART D: [INTENTIONALLY OMITTED]

#### PART E: FINANCIAL INFORMATION

- Has Bidder ever reorganized under the protection of bankruptcy laws? Yes \_\_\_\_\_ No X \_\_\_\_ If yes, please state when \_\_\_\_\_\_
- 2. If Bidder has had the general liability carrier identified in Document 00 43 14 (Bidder Registration and Safety Experience Form) for less than 5 years, please provide additional information below for balance of the last 5 years:

Agency Name:	Always Sierra Insurance		
Contact Name:	Yvonne Metoyer		
Phone Number	916-476-366 <u>3 ext. 1003</u>	· · · · · · · ·	
Carrier: <u>Kinsd</u>	ale	A.M. Best Rating: _	Α
Carrier:		A.M. Best Rating:	
Carrier:		A.M. Best Rating:	······································
Has Bidder ever had insurance terminated by a carrier? Yes No _X			

3. Has Bidder ever had insurance terminated by a carrier? Yes \_\_\_\_\_ No \_\_\_\_ If yes, explain on a separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.

Bidder hereby declares under penalty of perjury that all the information provided in this questionnaire is true and correct.

Notice and the second se SIGNATURE

President \_\_\_\_\_\_

END OF DOCUMENT

1

#### DOCUMENT 00 45 19

#### NON-COLLUSION DECLARATION

#### PUBLIC CONTRACT CODE SECTION 7106

#### NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:	
5	LAFLEUR
Lam the PESSIOFAT	of ENGINEERING, MC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on <u>1974</u> [date], at <u>LOSEULE</u> [city], <u>CAS</u> [state].

BIDDER'S SIGNATURE:

NAME/TITLE OF SIGNATORY:

LEGAL NAME OF BIDDER:

DAMON LAFIELR, PRESIDENT LAFLEUR ENGINEERING, ING.

END OF DOCUMENT

Non-Collusion Declaration (CSA)

#### **DOCUMENT 00 45 46**

#### **BIDDER CERTIFICATIONS**

#### TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 8, below.

#### 1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

## 2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the Labor Code Section 3700, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

## 3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Section 1773, which requires the payment of prevailing wage on public projects. Contractor and any subcontractors under the Contractor shall comply with Labor Code Section 1776 regarding wage records, and with Labor Code Section 1777.5 regarding the employment and training of apprentices. Contractor is responsible to ensure compliance by any and all subcontractors performing work under this Contract.

#### 4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Sections 1777.1 and 1777.7 Code, and Contractor and Subcontractors are eligible to bid and work on public works projects.

#### 5. CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

#### 6. CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

#### 7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the

00 45 **46 -** 1

labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

## 8. CERTIFICATION REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION

By my signature hereunder, as the Contractor, I certify that Contractor, and all Subcontractors listed on Document 00 43 36 (Subcontractors List) are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. Contractor's registration number is **[please complete]** (X)838965. Subcontractors' registration numbers are as indicated in Document 00 43 36.

BIDDER:	LAFTER ENGINEERING, HC.
	(Name of Bidder)
Date: JULY 18, [2024]	By:
, •, •, •	(Signature)
	Name: DAMON LAFEER
	(Print Name)
	Its: PRESIDENT
	(Title)
	END OF DOCUMENT

#### **DOCUMENT 00 45 48**

## **IN-USE OFF-ROAD DIESEL-FUELED FLEETS CERTIFICATION**

# TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 2, below.

- <u>Certification of Compliance</u>. I hereby certify that I and all of my Subcontractors will conform to the California Air Resource Board (CARB) In-Use Off-Road Diesel-Fueled Fleets requirements for all work involving the use of vehicles subject to the regulations, including, without limitation, as applicable, the Contracting Requirements in Title 13 CCR section 2449, subdivision (i), subparts (1) – (4), and the Prime Contractor Requirements in Title 13 CCR section 2449, subdivision (j), subparts (1) – (5).
- 2. <u>Instructions</u>. Check one (1) box below.

Bidder's current CARB issued Certificate of Reported Compliance accompanies this Certification. (If this box is checked, the Certificate *must be* provided.)

Bidder certifies that its work on the Project (including work of its Subcontractors) does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

BIDDER:	LAFIER ENDIN	(Name of Bidder)
Date:Y 18, 2024	ву:	(Signature)
	Name: DATILLONS LAFT	<del>だの</del> (Print Name)
	Its: PRESIDENT	(Title)
	END OF DOCUMENT	



California Environmental Protection Agency **Air Resources Board** 

**January 1, 2024** 

CERTIFICATE OF REPORTED COMPLIANCE OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

# PACIFIC BORING INC.

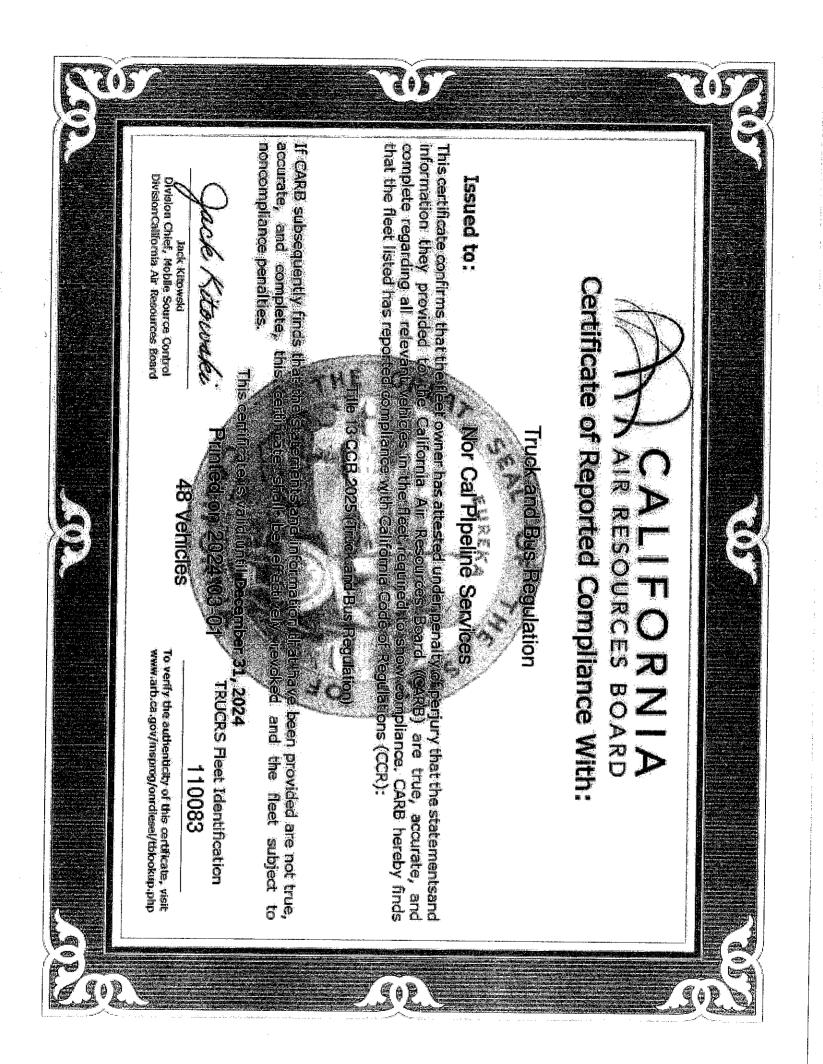
This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this California Air Resources Board and has beitified they are in compliance with title 13 CCR, certificate is null and void. Certificate expires 2/28/2025

// Jack Kitowski Chiel, Mobile Source Control Division California Air Resources Board

Off-road Diesel Fleet Identification

977

http://www.arb.ca.gov/doors/compliance\_cert1.htm To verify the authenticity of this certificate, enter this number



HARRISON CONCRETE CUTTING, INC. California Environmental Protection Agency section 2449. All applicable vehicles owned by the individual, company, or agency must be certificate is null and void. Cert reported and labeled, as speci California Air Resources Board anothers centred they are in compliance with the 13 CCR, This certificate indicates that the file tilsted above has reported off-road diesel vehicles to the OFF-ROAD DIESEL VEHICLE REGULATION CERTIFICATE OF REPORTED COMPLIANCE Chief, Mobile Source Control Division California Air Resources Board Jack Kitowski Air Resources Board **January 1, 202**4 is issued to vircate expires 2/28/2025 Section/2449.withall possible completeness, else this http://www.arb.ca.gov/doors/compliance\_cert1.htm To verify the authenticity of this certificate, enter this number a Off-road Diesel Fleet Identification 3501



Rev. 1 ie 17, 2024.

**DOCUMENT 00 01 01** 

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# **PROJECT MANUAL**

for

# HISTORIC OLIVEHURST PIPELINE REPLACEMENT PROJECT

# **OLIVEHURST PUBLIC UTILITY DISTRICT**

**Olivehurst Public Utility District** 

Bid Date: June 21st, 2024

Project No. 2024-001

Title Page

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#### **DOCUMENT 00 01 07**

#### SEALS PAGE

Engineer's Attest:

The following Project Manual has been prepared under the supervision of the undersigned, who certifies that they are registered in the State of California.

Prepared by:

The second

Domenchelli & Associates Matthew Domenchelli, Project Engineer

**Reviewed by:** 

Domenchelli & Associates Joe Domenchelli, President

Approved by:

Olivehusrt Public Utility District John Tillotson, General Manager

END OF DOCUMENT

Seals Page

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OPUD - Historic Olivehurst Pipeline Replacement Project

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00 01 15	List of Drawing, Tables, Schedules and Technical Specifications

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00 01 13 00 11 16 00 21 13 00 31 32	Advertisement Inviting Bids Notice Inviting Bids Instructions to Bidders
00 31 32	Geotechnical Data and Existing Conditions

# BID FORMS AND BID SUBMITTALS

00 41 13	Bid Form
00 43 13	Bond Accompanying Bid
00 43 14	Bidder Registration Form
00 43 36	Subcontractors List
00 45 13	Statement of Qualifications for Construction Work
00 45 19	Non-Collusion Declaration
00 45 46	Bidder Certifications
00 45 48	In-Use Off-Road Diesel-Fueled Fleets Certification

# CONTRACT FORMS

00 50 50	Notice of Intent to Award for Construction
00 51 00	Notice of Award
00 52 00	Agreement
00 55 00	Notice to Proceed
00 61 13.13	Construction Performance Bond
00 6113.16	Construction Labor and Material Payment Bond
00 62 90	Escrow Agreement for Security Deposits in Lieu of Retention
00 63 25	Substitution Request Form
00 65 30	Agreement and Release of Any and All Claims
00 65 36	Guaranty

# CONDITIONS OF THE CONTRACT

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00 73 16	Supplemental Conditions – Insurance and Indemnification
00 73 24	IUOR Diesel Fueled Fleets Regulation
00 73 80	Apprenticeship Program
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01 74 00 01 77 00 01 79 00	Cleaning and Waste Management Contract Closeout Training
	· · ··································

# TECHNICAL SPECIFICATIONS

02000	Site Conditions
02055	Demolition and Site Preparation
02060	Temporary Traffic Control
02070	Construction Photography
02072	Tie-in Sequencing
02075	Protection and Restoration of Existing Facilities
02081	Controlled Low Strength Material
02221	Trenching Backfilling and Compacting
02400	Trenchless Pipe Installation
02491	Landscaping Repairs
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#### **APPENDICES**

Appendix 1 – Olivehurst PUD Improvement Standards and Standard Details

Appendix 2 – Yuba County General Notes

Appendix 3 – Yuba County Encroachment Permit Application & General Conditions

Appendix 4 – Yuba County Traffic Control Devices

Appendix 5 – Department of Water Resources Variance Documents

Appendix 6 – Department of Water Resources Prevailing Wage Reporting Form Appendix 7 - OPUD Well Data

# END OF DOCUMENT

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#### DOCUMENT 00 01 15

# LIST OF DRAWINGS, TABLES, SCHEDULES, TECHNICAL SPECIFICATIONS

#### Drawings

DWG	SHEET	TITLE
G1	1	TITLE SHEET
<u>G2</u>	2	GENERAL NOTES
G3	3	ABBREVIATIONS & SYMBOLS
G4	4	OVERALL KEY MAP
G6	5	PHASE 1 KEY MAP
<u> </u>	6	METER SHEET
G9	7	METER SHEET
		· · · · · · · · · · · · · · · · · · ·
C15	8	8TH AVE. ALIGNMENT - STA. 1+00 TO STA. 8+50
<u>C16</u>	9	8TH AVE. ALIGNMENT - STA. 8+50 TO STA. 16+00
C17	10	8TH AVE. ALIGNMENT - STA. 16+00 TO STA. 24+00
<u>C18</u>	11	9TH AVE. ALIGNMENT - STA. 1+00 TO STA. 8+50
C19	12	9TH AVE. ALIGNMENT - STA. 8+50 TO STA. 14+20
C20	13	10TH AVE. ALIGNMENT - STA. 1+00 TO STA. 8+50
<u>C2</u> 1	14	10TH AVE. ALIGNMENT - STA. 8+50 TO STA. 14+25
C22	15	WESTERN AVE. ALIGNMENT - STA. 1+00 TO STA. 8+50
<u>C23</u>	16	WESTERN AVE. ALIGNMENT - STA. 8+50 TO STA. 15+00
C24	17	WESTERN AVE. ALIGNMENT - STA. 15+00 TA STA. 21+25
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T2	24	TIE-IN DETAILS 2

**Technical Specifications** 

02000 Site Conditions.docx 02055 Demolition and Site Preparation.docx 02060 TEMPORARY TRAFFIC CONTROL.docx 02070 - Construction Photography.docx 02072 TIE-IN SEQUENCING.docx 02075 PROTECTION AND RESTORATION OF EXISTING FACILITIES.docx 02081 CONTROLLED LOW STRENGTH MATERIAL.docx 02221 TRENCHING BACKFILLING AND COMPACTING.docx 02400 Trenchless Pipe Installation 02491 LANDSCAPING REPAIRS.docx 02500 Shoring.docx 02575 PAVEMENT RESTORATION.docx 02670 ABANDONMENT OF FACILITIES.docx 03301 CAST IN PLACE CONCRETE.docx 15060 Ductile\_Iron\_Pipe\_and\_Fittings.docx 15080 PIPE FITTINGS AND ACCESSORIES.docx 15401 PVC PIPE.docx

#### END OF DOCUMENT

Drawings, Tables, Schedules, Tech. Specs.00 01 15 - 1

#### **DOCUMENT 00 11 13**

#### ADVERTISEMENT FOR BIDS

#### [for publishing]

#### **INVITATION TO BID\***

# **Historic Olivehurst Pipeline Replacement Project**

Notice is hereby given that the Olivehurst Public Utility District will receive sealed bids 1. from bidders for the construction of the Historic Olivehurst Pipeline Replacement Project at 1970 9th Ave, Olivehurst, CA 95961. This project consists of constructing approximately 7,400 feet of new PVC C900 water main to replace existing steel mains. The project includes providing approximately 155 new service connections for residential meters. In addition to reconnecting to existing meters, around half of the meters will need to be relocated to make way for new curb, gutter, and sidewalk to be constructed at a later date. As part of the water main installation all associated appurtenances will also be installed, including shut off valves, fire hydrants, blow off and air release valves (where applicable and outlined in the contract documents). The project also includes two jack and bore crossings under existing storm drain culverts. Due to future storm drain infrastructure projects to be completed by Yuba County, the mainline installation shall require 4 -1/2 foot minimum cover resulting in a typical trench depth greater than 5 feet. Mainline installation shall also be sufficiently deep to avoid conflicts with future storm drain requiring trench depths greater than 10 feet in some locations as seen in the contract documents. Due to necessary work required to reconnect residential services, contractor shall anticipate the need for sufficient coordination with residents to establish rights of entry to complete work beyond standard right of way and beyond existing residential fencing. The Bid Package may be obtained from District Engineer, Swarnjit Boyal via the following methods: Electronic copy by email at sboyal@opud.org. For all hard copies, please come into the office located at 1970 9th Ave, Olivehurst, CA and paying via cash or check for a non-refundable amount of \$50. Checks will be made out to Olivehurst Public Utility District. There is Voluntary Pre-Bid meeting that will start at the District, 1970 9th Ave, Olivehurst, CA starting at 8 AM on July 1<sup>st</sup>, 2024. Soon after, we will head over to project site/s to go over any additional items identified as relevant via onsite coordination to answer any and all questions. Note, that this project is funded via the State of California (Department of Water Resources) through the Urban Community Drought Relief Grant. The Contractor will be required to display signage at the job site per Section 01 41 00 Regulatory Requirements Section 1.03 (G). OPUD will pay the awarded bidder per the Prompt Payment Act (Cal. Bus. Prof. Code §7108.5 and Cal. Pub. Contractor Code §§10261.5, 10262, and 10853). OPUD encourages progress payments and are recommended for submittal on a monthly basis. Any applicable federal requirements apply to this project. Bids are due no later than 2 PM, Thursday, July 18, 2024.

Advertisement for Bids

#### **DOCUMENT 00 11 16**

#### NOTICE INVITING BIDS

## ARTICLE 1 INVITATION TO BID

**1.01** Notice Inviting Bids: Owner will receive sealed Bids at the office of the District Clerk, **1970** 9<sup>th</sup> Ave, Olivehurst, CA 95961, until 2:00 PM on July 18, 2024 for the following public work:

# **OLIVEHURST PUBLIC UTILITY DISTRICT**

# HISTORIC OLIVEHURST PIPELINE REPLACEMENT PROJECT

#### **PROJECT NUMBER 2024-001**

- Project Description: 1. Notice is hereby given that the Olivehurst Public Utility District will 1.02 receive sealed bids from bidders for the construction of the Historic Olivehurst Pipeline Replacement Project at 1970 9th Ave, Olivehurst, CA 95961. This project consists of constructing approximately 7,400 feet of new PVC C900 water main to replace existing steel mains. The project includes providing approximately 155 new service connections for residential meters. In addition to reconnecting to existing meters, around half of the meters will need to be relocated to make way for new curb, gutter, and sidewalk to be constructed at a later date. As part of the water main installation all associated appurtenances will also be installed, including shut off valves, fire hydrants, blow off and air release valves (where applicable and outlined in the contract documents). The project also includes two jack and bore crossings under existing storm drain culverts. Due to future storm drain infrastructure projects to be completed by Yuba County, the mainline installation shall require 4 -1/2 foot minimum cover resulting in a typical trench depth greater than 5 feet. Mainline installation shall also be sufficiently deep to avoid conflicts with future storm drain requiring trench depths greater than 10 feet in some locations as seen in the contract documents. Due to necessary work required to reconnect residential services, contractor shall anticipate the need for sufficient coordination with residents to establish rights of entry to complete work beyond standard right of way and beyond existing residential fencing.
- **1.03** Location of Work: Census Designated Place Olivehurst including portions of Western Avenue, 8th Avenue, 9th Avenue, and 10th Avenue.
- 1.04 The Engineer's Opinion of Probable Costs is approximately \$3,000,000 to \$4,000,000
- **1.05** Completion of Work: All work shall be completed within **180 calendar days** from the date specified in the Notice to Proceed.
- 1.06 Procurement of Bidding Documents: Bidding Documents contain the full description of the Work. Bidding documents can be received via electronic copy by emailing <u>sboyal@opud.org</u> or via hard copy provided by the District office located at 1970 9<sup>th</sup> Ave., Olivehurst, CA for a \$50 non-refundable fee. Bidders are required to email <u>sboyal@opud.org</u> to receive any updates via addendum which may occur prior to the mandatory pre-bid meeting. Note that the pre-bid meeting and site walk are mandatory and any bidders not present will be automatically disqualified.
- **1.07** Instructions: Bidders shall refer to Document 00 21 13 (Instructions to Bidders) for required documents and items to be submitted as set forth in Paragraph 1.01 above.
- **1.08** Voluntary Pre-Bid Site Visit and Meeting: Owner will conduct an optional Pre-Bid Site Visit and Meeting at 1970 9<sup>th</sup> Ave, Olivehurst, CA 95961 on July 1<sup>st</sup>, 2024 at 8:00 Am. The Voluntary Pre-Bid Meeting and Site Visit will last approximately two to three hours. A voluntary site walk will follow the voluntary pre-bid meeting.
- **1.09** Bid Preparation Cost: Bidders are solely responsible for the cost of preparing their Bids.
- **1.10 Reservation of Rights:** Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or

Notice Inviting Bids

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quality of the work. Owner may reject any and all Bids and waive any minor irregularities in the Bids.

## 1.11 Not Used.

# ARTICLE 2 LEGAL REQUIREMENTS

2.01 Required Contractor's License(s): A California class A contractor's license is required to bid this contract. Joint ventures must secure a joint venture license prior to award of this Contract.

# 2.02 Required Contractor and Subcontractor Registration

- A. Owner shall accept Bids only from Bidders that (along with all Subcontractors listed in Document 00 43 14, Subcontractor List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
- B. Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with paragraph 2.02A above, shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), Owner may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

#### 2.03 Not Used.

#### 2.04 Not Used.

- **2.05 Substitution of Securities:** Owner will permit the successful bidder to substitute securities for any retention monies withheld to ensure performance of the contract, as set forth in Document 00 62 90 Escrow Agreement For Security Deposits in Lieu of Retention and incorporated herein in full by this reference, in accordance with Public Contract Code Section 22300.
- 2.06 Prevailing Wage Laws: The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations may be obtained from the California Department of Industrial Relations website and are deemed included in the Bidding Documents. Also, the successful Bidder shall post the applicable prevailing wage rates at the Site. Bids must also include all applicable taxes.
- 2.07 Prevailing Wage Monitoring: This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

Dated:

Swarnjit Boyal Public Works Engineer OLIVEHURST PUBLIC UTILITY DISTRICT

#### END OF DOCUMENT

#### **DOCUMENT 00 21 13**

#### INSTRUCTIONS TO BIDDERS

Bids are requested by Owner, for a general construction contract, or work described in general, as set forth in Document 00 1116 (Notice Inviting Bids) in accordance with the following additional terms.

# ARTICLE 1 - PROCEDURES FOR SUBMISSION OF BIDS

# 1.01 Pre-Bid Conference and Site Visit

- A. Owner will conduct a Voluntary Pre-Bid Meeting at the date, time and location indicated in Document 00 11 16 (Notice Inviting Bids), to consider such matters as Bidders may request. Bidders may attend the Pre-Bid Meeting and sign an attendance roster prior to bidding. An optional site walk will follow the pre-bid meeting.
- B. The Site Visit may be the Bidders' only opportunity to investigate conditions at the Site. Other Pre-Bid Site Visits may be scheduled at Owner's sole discretion, depending on staff availability.
- C. Owner will issue Minutes of the Pre-Bid Conference, which shall constitute the sole and exclusive record and statement of the results of the Pre-Bid Conference. The Minutes issued by Owner are not Contract Documents.

# 1.02 Required Pre-Bid Investigations

- A. Prior to submission of Bid, Bidder must conduct a careful examination of Bidding Documents and understand the nature, extent, and location of Work to be performed. Refer to Document 00 72 00 (General Conditions) on required pre-bid investigations.
- B. Any Bidder wishing to investigate subsurface conditions or otherwise conduct invasive investigations, explorations, test, or studies at this Site before bidding, shall schedule such examinations with Owner by providing Owner at least seven (7) days advanced written notice. Additionally, any such Bidder must deliver an executed Document 00 21 00 (Access, Indemnity and Release Agreement) and provide an insurance certificate as described therein by noon of the Day prior to the site examination. Bidders who intend only to observe Site conditions and not conduct such examinations are not required to provide an executed Document 00 21 00 21 00 or an insurance certificate.
- C. Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work), as well as applicable environmental assessment information (if any) regarding the Project, by giving Owner reasonable advanced notice. Owner will make copies available for a fee. A Bidder must give five (5) days advanced notice if copies are desired.

# 1.03 Bidder Questions and Answers

- A. Bidders must direct all questions about the meaning or intent of Bidding Documents to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by written email or delivered to all parties recorded by Owner as having received Bidding Documents. Owner may not answer questions received less than **seven (7) days** prior to the date for opening Bids.
- B. Only questions answered by formal written Addenda will be binding. Any other interpretations or clarifications will be without legal effect, and Bidders shall not rely on oral statements.

#### 1.04 Addenda

A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner. Addenda shall be acknowledged by number in Document 00 41 13 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from Owner.

# ARTICLE 2 - RECEIPT OF BIDS

## 2.01 Date and Time

A. Sealed Bids will be received by the Owner until the date and time indicated in Document 00 11 16 (Notice Inviting Bids). All Bid envelopes will be time-stamped to reflect their submittal time. Owner shall reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00 21 13.

# 2.02 Bid Submission:

- A. Owner will receive Bids in opaque sealed 10 inch x 13 inch envelopes, containing the required items described herein.
- B. Bidders should mark their Bid envelopes using the name, address, identifying information and contract number, indicated in Document 00 11 16 (Notice Inviting Bids).

# 2.03 Required Contents of Bid Submittals

- A. <u>Document 00 41 13 (Bid Form)</u>. Bidders must submit Bids on Document 00 41 13 (Bid Form) in accordance with the provisions of Document 00 41 13. Bidders must complete all Bid items and supply all information required by Bid documents and specifications.
- B. <u>Document 00 43 13 (Bond Accompanying Bid)</u>. Bidders must submit Document 00 41 13 (Bid Form) accompanied by cash, a cashier's check, certified check (certified without qualification and drawn on a solvent bank of the State of California or a National Bank doing business in the State of California) or completed form of Document 00 43 13 of not less than 10% of the Total Bid Price based on terms contained in Document 00 11 16 (Notice Inviting Bids) and Document 00 41 13 (Bid Form), payable to Owner and completed in accordance with the provisions of Document 00 43 13.
- C. <u>Document 00 43 14 (Bidder Registration Form)</u>. Bidders must submit Document 00 4314 (Bidder Registration Form), completed in accordance with the provisions of Document 00 43 14.
- D. Document 00 43 36 (Subcontractors List). Bidders must submit Document 00 43 36 (Subcontractors List) completed in accordance with the provisions of Document 00 43 36. The Subcontractors List must include the names, location, place of business, and other information required by Document 00 43 36, of all subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount. Any violation of this requirement may result in a Bid being deemed non-responsive and not being considered.
- E. <u>Document 00 45 19 (Non-Collusion Affidavit)</u>. Bidders must submit Document 00 45 19 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00 45 19.
- F. <u>Document 00 45 46 (Bidder Certifications)</u>. Bidders must submit Document 00 4546 (Bidder Certification) completed in accordance with the provisions of Document 00 45 46.
- G. <u>Additional Qualification Information</u>. If Bidder is required to submit Additional Qualification Information as required by Document 00 45 46 (Bidder Certifications), Bidder shall provide such information as follows:
  - 1. Include on first page (or separate cover sheet) the words "Additional Qualification Information."
  - All Additional Qualification Information items must reference the original Qualification Information (as defined in Document 00 45 46) it is revising.
     The Additional Qualification Information must be previously as a set of the set of the
  - The Additional Qualification Information must be contained in a <u>separate</u> sealed envelope, labeled "Additional Qualification Information" and as provided in Paragraph 2.02.B, above.
  - 4. Notwithstanding any other provision of this Document 00 21 13, Owner will only open a Bidder's Additional Qualification envelope if Bidder is an Apparent Low Bidder.

H. <u>CARB IUOR Fleet Certification</u>. Bidders must submit Document 00 45 48 (California Air Resources Board In-Use Off-Road Diesel-Fueled Fleets Certification) completed, with Bidder's Certificate of Reported Compliance included if applicable, in accordance with the provisions of Document 00 45 48. Owner will reject a bid from a Bidder that does not indicate conformance to the California Air Resources Board ("CARB") In-Use Off-Road Diesel-Fueled Fleets requirements (Title 13 CCR sections 2449, 2449.1 and 2449.2).

# ARTICLE 3 - BID OPENING AND EVALUATION

# 3.01 Determination of Apparent Low Bidder

- A. Owner will open each Bidders' bid at the time and place indicated in Document 00 11 16 (Notice Inviting Bids), initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein and in Document 00 11 16 (Notice Inviting Bids) and Document 00 41 13 (Bid Form).
- B. Apparent Low Bid will be determined solely on the Total Bid Price based on terms contained in Document 00 11 16 (Notice Inviting Bids) and Document 00 41 13 (Bid Form). All Bidders are required to submit Bids on all Bid items (including any alternates).
- C. For the Apparent Low Bidder only, Owner will evaluate the Apparent Low Bidder for responsiveness to the requirements of Document 00 45 13 and for responsibility.
- D. If Apparent Low Bidder is determined to be non-responsive or non-responsible, then Owner may proceed to the next Apparent Low Bidder's Bid pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.

#### 3.02 Evaluation of Bids

- A. Bids must be full, complete, clearly written and using the required forms. Bidders shall make any change in the Bid by crossing out the original entry, entering and initialing the new entry. Bidder's failure to submit all required documents strictly as required entitles Owner to reject the Bid as non-responsive. All Bidders must submit Bids containing each of the fully executed documents supplied in this Project Manual.
- B. In evaluating Bids, Owner will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Document 00 41 13 (Bid Form) or prior to the Notice of Award.
- C. Owner may conduct reasonable investigations and reference checks of Bidder and other persons and organizations as Owner deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability, and capability to perform the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing.
- D. Owner shall have the right to consider information provided by sources other than Bidder. Owner shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.
- E. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.
- F. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of Owner made as part of Bid evaluation process after submission of Bid.

## 3.03 Reservation of Rights

- A. Owner reserves the right to:
  - 1. Reject any or all nonconforming, non-responsive or conditional Bids, and

Instructions to Bidders

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- 2. Reject the Bid of any Bidder as non-responsive as a result of any error or omission in the Bid, and
- 3. Reject the Bid of any Bidder if Owner believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive, the Bidder is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by Owner.
- B. Owner may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of **120 Days** after award or full execution of the Contract, whichever first occurs.
- C. Owner may waive any informalities or minor irregularities in the Bids.
- D. Owner also reserves the right, in its discretion, to reject any or all Bids and to re-bid the Project.

# 3.04 Required Contractor and Subcontractor Registration

- A. Owner shall accept Bids only from Bidders that (along with all Subcontractors listed in Document 00 43 14, Subcontractors List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
- B. Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with paragraph 3.04.A, above, shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), Owner may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

# ARTICLE 4 - MANDATORY BID PROTEST PROCEDURES

# 4.01 Submission of Written Bid Protest

- A. Any Bid protest in connection with the construction contract or work described in general in Document 00 11 16 (Notice Inviting Bids) must be submitted in writing to the District's Authorized Representative, Swarnjit Boyal, located at <u>1970 9<sup>th</sup> Ave, Olivehurst, CA 95961 before 3:30</u> p.m. of the fifth Business Day following the posting of Document 00 50 50 (Notice of Intent to Award for Construction) on Owner's website, see <u>opud.org/notices</u>. Owner will use reasonable efforts to deliver by facsimile or email a copy of Document 00 50 50 to all Bidders who submitted Bids no later than the Business Day after issuance, although any delay or failure to do so will not extend the Bid protest deadline described herein.
- B. The initial protest document must contain a detailed description of the legal and/or factual grounds for the protest and all supporting documentation. For protests containing elements not based on publicly released information, the protest must contain documentation clearly showing the date on which the protestor received the information.
- C. The protest must refer to the specific portion of the document that forms the basis for the protest.
- D. The protest must include the name, address, and telephone number of the person representing the protesting party.
- E. The protest must include the signature of the protester or authorized representative of the protester.
- F. The protest must contain the solicitation number and title under which the protest is submitted.
- G. The protest must state the form of relief requested.
- H. Only Bidders who the Owner otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, Owner may evaluate all information contained in any protesting Bidder's Bid, and conduct the same investigation and evaluation as Owner is entitled to take regarding an Apparent Low Bidder.
- I. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely

Instructions to Bidders

affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

# 4.02 Exclusive Remedy

A. The procedure and time limits set forth in this Article 4 are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or other legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

# **ARTICLE 5 - AWARD AND EXECUTION OF CONTRACT**

# 5.01 Notice of Award and Submittal of Executed Contract Documents

- A. If Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Owner will issue Document 00 51 00 Notice of Award. Such Award, if made, will be made within ninety (90) days after the opening of the Bid Proposals.
- B. Successful Bidder must execute and submit to Owner the "Required Contract Documents and Proof of Insurance" set forth below, by 5:00 p.m. of the **20**<sup>th</sup> Day following the Notice of Award.

# 5.02 Required Contract Documents, Bonds and Proof of Insurance

- A. <u>Document 00 52 00 (Agreement)</u>, fully executed by successful Bidder. Submit **four** originals, each bearing an original signature on the signature page and initials on each page.
- B. <u>Document 00 65 36 (Guaranty)</u>, fully executed by successful Bidder. Submit **one** original, bearing an original signature on the signature page and initials on each page.
- C. Performance bond and (if applicable) payment bond, as provided in Contract Documents.
- D. <u>Insurance certificates and endorsements required by Document 00 73 16 (Supplemental Conditions—Insurance)</u>: Submit one original set.
- E. Any other items identified by Owner in Document 00 51 00 (Notice of Award).

# 5.03 Failure to Execute and Deliver Documents:

- A. If Bidder to whom the Contract is awarded, within the period described in this Document 00 21 13, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, rescind the award, recover on Bidder's surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages Owner may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of Owner's damages.
- B. Upon Bidder's failure to timely deliver all required Contract Documents as set forth herein, Owner may determine the next Apparent Low Bidder and proceed accordingly. Such Award, if made, will be made within **ninety (90)** days after the opening of the Bid Proposals.

# **ARTICLE 6 - GENERAL CONDITIONS AND REQUIREMENTS**

# 6.01 Modification of Commencement of Work:

A. Owner expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to Project. Owner accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.

B. Owner shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.

# 6.02 Conformed Project Manual:

A. Following Award of Contract, Owner may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

#### 6.03 Payment Bond:

A. If the Project described in Document 00 11 16 (Notice Inviting Bids) involves an expenditure in excess of twenty-five thousand dollars (\$25,000), the successful Bidder must file a payment bond with and approved by Owner prior to entering upon the performance of the Work, in accordance with Civil Code Section 9550, *et seq*.

## 6.04 Performance Bond:

A. The successful Bidder must file a performance bond with and approved by Owner prior to entering upon the performance of the Work.

# 6.05 Wage Rates:

A. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, and may be obtained from the California Department of Industrial Relations website [http://www.dir.ca.gov/OPRL/dprewagedetermination.htm] and are deemed included in the Bidding Documents. Also, Contractor shall post the applicable prevailing wage rates at the Site. Prevailing wage rates shall also be reported to DWR as part of the grant funding program. See Labor Rate Template provided in the appendix of these contract documents.

## 6.06 Withdrawal of Bids:

A. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00 21 13, only by written request for the withdrawal of Bid filed with Owner at <u>1970 9<sup>th</sup> Ave,</u> <u>Olivehurst, CA 95961</u>. Bidder or its duly authorized representative shall execute request to withdraw Bid.

# 6.07 Ineligible Contractors and Subcontractors:

A. Owner will reject a Bid from a Bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code Section 1777.1 or 1777.7. Bidders and the Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code Section 1777.1 or 1777.7. (See Public Contract Code Section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at www.dir.ca.gov/DLSE/debar.html.

# 6.08 Public Records Act Requests:

- A. In accordance with the California Public Records Act, Owner will make available to the public Bidder's SOQ, all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures set forth herein, and all subsequent Bid evaluation information. All submissions not opened will remain sealed and shall be returned to the submitter. Except as otherwise require by law, Owner will not disclose trade secrets or proprietary financial information submitted by Bidders that has been designated as confidential by Bidder (including, without limitation, the SOQ). Any such trade secrets or proprietary financial information that Bidder believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific confidential information must be clearly identified as such.
- B. Upon a request for records regarding this Bid, Owner will notify the Bidder involved, within ten Days from receipt of the request, when the records will be made available for inspection. If the Bidder

Instructions to Bidders

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timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Bidder determines is not subject to public disclosure, and requests that Owner refuse to comply with the records request, Bidder will, at its sole expense, take all appropriate legal action and defend Owner's refusal to produce the information in all forums; otherwise Owner will make such information available to the extent require by applicable law, without restriction.

C. Information disclosed in the Statement of Qualifications and the attendant opened submissions are the property of Owner unless Bidder makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

### 6.09 Substitutions:

A. Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda. Owner will consider substitution requests only for "or equal items."

Bidders wanting to use "or equal" item(s) may submit Document 00 63 25 (Substitution Request Form) no later than 35 Days after Notice of Award. To assess "or equal" acceptability of product or system, request(s) for substitution must contain the information required in Document 00 63 25. Insufficient information will be grounds for Owner to reject the substitution. Owner will, within a reasonable time, after having received a request for substitution, issue in writing its decision as to whether the proposed substitution is an "or equal" item compatible to Owner systems, durability, and quality. Owner's decision shall be conclusive as to all Bidders. Substitutions approved before Bid day will be listed in Addenda and become part of the Contract Documents.

As a limitation on Bidder's privilege to request substitution of "or equal" items, Owner has found that certain items are designated as Owner standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion or are available from one source. As to such items, Owner will not permit substitution. Such items (if any) are described in Document 00 11 16 (Notice Inviting Bids).

### 6.010 Definitions:

A. All abbreviations and definitions of terms used in this Document 00 21 13 (Instructions to Bidders) are set forth in Document 00 72 00 (General Conditions) and Section 01 42 00 (References and Definitions).

### END OF DOCUMENT

i

### **DOCUMENT 00 31 32**

### DATA AND EXISTING CONDITIONS

### ARTICLE 1 REPORTS AND INFORMATION ON EXISTING CONDITIONS

### 1.01 Inspection of Reports:

- A. Owner, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, information regarding Underground Facilities, and hazardous material surveys or information (collectively, **Existing Conditions Data**.)
- B. Bidders may inspect Geotechnical and Existing Conditions Data. These documents are listed in Section 01 11 00 (Summary of Work) and are available for review at the address identified therein. Copies may be obtained for the cost of reproduction and handling upon Bidder's payment for the costs.
- C. Existing Conditions Data is for information purposes only and does not describe labor, materials or equipment furnished by Contractor, but rather, information regarding conditions of the work. Such Existing Conditions Data is not a Contract Document.

### ARTICLE 2 USE OF EXISTING CONDITIONS DATA

### 2.01 Above-Ground Existing Conditions:

- A. Owner makes no warranty or representation of existing aboveground conditions, as-built conditions, or other aboveground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by Owner regarding such existing conditions.
- B. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding above-ground existing conditions supplied by Owner.

### 2.02 Underground Facilities:

- A. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to Owner by others (e.g., the builders of such Underground Facilities or others).
- B. Owner assumes responsibility for only the general accuracy, completeness or thoroughness of information regarding Underground Facilities that are owned by Owner. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it under Document 00 72 00 (General Conditions) and discrepancies were not apparent. Bidder is solely responsible for any interpretation or conclusion drawn from this information. Owner is not responsible for information regarding Underground Facilities that are owned by others.

### 2.03 Hazardous Materials Surveys:

- A. Bidders may rely on this data and information for general accuracy regarding the locations of potentially hazardous materials subject of the Work. Owner does not warrant and makes no representation regarding the completeness or thoroughness of any data or information regarding existing conditions or hazardous materials including, without limitation, quantities, characteristics, volumes, or associated structural features. Bidder represents and agrees that in submitting a Bid it is not relying on any such data, information or deductions.
- B. Data and information regarding the locations of hazardous materials are not part of Contract Documents.

### 2.04 Geotechnical Data – Not Used

### 2.05 Except as expressly set forth in this Document 00 31 32,

Data and Existing Conditions (

00 31 32 - 1

- A. Owner does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical and existing conditions data.
- B. Bidder represents and agrees that in submitting its Bid, it is not relying on any geotechnical and existing conditions data supplied by Owner, except as specifically set forth herein.

### **ARTICLE 3 INVESTIGATIONS**

### 3.01 Required Investigations:

- A. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents.
- B. Bidders shall advise Owner in writing during the Bid period of any questions, suppositions, inferences or deductions Bidders may have for Owner's review and response.
- C. Owner has provided time in the period prior to bidding for Bidder to perform these investigations.

### 3.02 Access to Site for Investigations:

A. During the Pre-Bid Site Visit(s), Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid, provided that invasive testing will be permitted only to the extent provided in Document 00 21 13 (Instructions to Bidders). Bidders must fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies. Such investigations may be performed only under the provisions of Document 00 21 13 (Instructions to Bidders) and Document 00 72 00 (General Conditions) including, without limitation, proof of insurance and obligation to indemnify against claims arising from such investigation work. Each Bidder shall supply all equipment required to perform any investigations as each Bidder deems necessary. Owner has the right to limit the number of pieces of machinery operating at any one time due to safety concerns or in order to protect or maintain the Site from potential damage or interruption to general operational activities.

### END OF DOCUMENT

### **DOCUMENT 00 41 13**

### **BID FORM**

### TO OLIVEHURST PUBLIC UTILITY DISTRICT

### THIS BID IS SUBMITTED BY:

### Lund Construction Co

(Firm/Company Name)

Re: Historic Olivehurst Pipeline Replacement Project, Project Number 2024-001.

- 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **OLIVEHURST PUBLIC UTILITY DISTRICT** in the form included in the Contract Documents, Document 00 52 00 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
- 2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 11 16 (Notice Inviting Bids), and Document 00 21 13 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 Days after the day of Bid opening.
- 3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, attended, or elected not to attend, the voluntary Pre-Bid Meeting, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

Addendum Number	ADDENDUM DATE	Signature of Bidder
1	07/03/2024	Keus M-tud
2	07/12/2024	heurs M had
3	07/15/2024	Kens M had

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

### SCHEDULE OF BID PRICES

All Bid items, including lump sums, and alternates (if any), must be filled in completely. Bid items are described in Section 01 11 00 (Summary of Work). Quote in figures only, unless words are specifically requested.

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
1	1	Mobilization/demobilization	L.S.	N.A.	\$116,000.00
2	1	Traffic control plan preparation, approval, and implementation	L.S.	N.A.	\$ 191,720.00
3	1	Water pollution control plan preparation, approval, and implementation	L.S.	N.A.	\$ 10,803.00
4	1	Site Safety (sheeting, shorting and bracing)	L.S.	N.A.	\$ 144,394.00
5	300	Pothole existing facilities	EA.	423,50	\$127,050.00
6	1	Demolition and abandonment	L.S.	N.A.	\$ 15,888.00
7	277	New 6-inch PVC Main DR 18 (unrestrained)	L.F.	156.50	\$ 43,350.50
8	120	New 6-inch PVC Main DR 14 (restrained)	L.F.	175.72	\$ 21,086.40
9	4,830	New 8-inch PVC Main DR 18 (unrestrained)	L.F.	146.50	\$ 707,595.00
10	451	New 8-inch PVC Main DR 14 (unrestrained)	L.F.	174.50	\$ 78,699.50
11	655	New 8-inch PVC Main DR 14 (restrained)	L.F.	183.00	\$ 119,865.00
12	6	8-inch Inline Gate Valves	EA.	3,615,30	\$ 21,691.80
13	1	Undercrossing (48" Storm Drain) Via Jack and Bore Western Ave	L.S.	N.A.	
14	1	Undercrossing (36" Storm Drain) Via Jack and Bore 8th Ave	L.S.	N.A.	116,095.00

Bid Form

Rev. 1 June 17th, 2024

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost	
15	1	Tie-In to Existing System 1/T1 (8th Ave STA 13+95)	L.S.	N.A.	\$ 34,432,50	
16	1	Tie-In to Existing System 2/T1 (8th Ave STA 24+06)	L.S.	N.A.	\$ 4,735.00 4,267.20	00
17	1	Tie-In to Existing System 3/T1 (9th Ave STA 1+00)	L.S.	N.A.	# 4,735.00	
18	1	Tie-in to Existing System 4/T1 (9th Ave STA 14+23)	L.S.	N.A.	\$ 6,000.00	
19	1	Tie-in to Existing System 5/T1 (10th Ave STA 13+82)	L.S.	N.A	\$ 11,430.00	
20	1	Tie-In to Existing System 6/T2 (Western Ave STA 1+11)	L.S.	N.A.	\$ 9,757.00	
21	1	Tie-In to Existing System 7/T2 (Western Ave STA 21+07)	L.S.	N.A.	\$ 10,990.00	
22	1	Connection to New System 8/T2 (Western Ave STA 14+22)	L.S.	N.A.	\$ 13,130.00	
23	1	Connection to New System 9/T2 (Western Ave STA 7+58)	L.S.	N.A.	\$ 8,850.00	
24	1	Connection to New System 10/T2 (8th Ave STA 23+80)	L.S.	N.A.	\$ 10,810.00	
25	18	Install New Fire Hydrant Assembly	EA.	13,795.0	\$ 248,310.00	
26	31	New Water Service – Long Side	EA.	3,420,00	\$ 106,020,00	
27	35	New Water Service – Long Side with Meter Relocation	EA.	3,725.00	\$ 130,375.00	
28	50	New Water Service – Short Side	EA.	5,325.00	\$ 266,250.00	
29	34	New Water Service – Short Side with Meter Relocation		5,975.00	\$ 203,150.00	
30	3	New Water Service – Vacant Lot	EA.	3H07.00	\$ 10,221.00	

Bid Form

Rev. 1 June 17th, 2024

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
31	1	Flush/Pressure Test/ Disinfection	L.S.	N.A.	\$ 30,948.00
32	29,600	Pavement Restoration Mainline (T-Trench)	S.F.	10,50	\$ 310,800.60
33	52,000	Pavement Restoration Mainline (2" Keygrind and Overlay)	S.F.	3.90	\$ 202,800,00
3 <u>4</u>	Ī	Landscape and Hardscape Repairs	L.S.	N.Ā.	\$ 1.00

### Total Bid Price: \$ 3,431,430.90

Three Million four hundred thirty one thusand four hundred thirty thousand and ninety (Indicate Bid Price in Words) Cents

- 5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 11 16 (Notice Inviting Bids) and Document 00 21 13 (Instruction to Bidders).
- 6. Subcontractors for work are listed on Document 00 43 14 (Subcontractors List), submitted herewith.
- 7. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
- 8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 41 13 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 21 13 (Instructions to Bidders) within the times specified therein.
- 9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
- 10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 21 13 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to **OLIVEHURST PUBLIC UTILITY DISTRICT**.
- 11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 72 00 (General Conditions) and to complete all Work within the time specified in Document 00 52 00 (Agreement).
- 12. The undersigned Bidder agrees that, in accordance with Document 00 72 00 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 52 00 (Agreement) shall be as set forth in Document 00 52 00.

13.	The	names evin M	of . L	all und	persons	interested	in	the	foregoing 1	Bid	as	principals	are:

**Bid Form** 

00 4113 - 4

**IMPORTANT NOTICE**: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

### NAME OF BIDDER: Lund Construction Co

licensed in accordance with an act for the registration of Contractors, and with license number: <u>342677</u> Expiration: 05/31/2026

California	Kevin M. Lund
(Place of Incorporation, if Applicable)	(Principal)
···· ···· ··· ··· ··· ··· ··· ··· ···	Matt G. Tornay
	(Principal)
_	(Princípal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Bidder)

**NOTE:** If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

Lund Construction Co 5302 Roseville Road North Highlands, CA 95660

Rev. 1 June 17th, 2024

Contractor's Representative(s):	Kevin M. Lund / President
	(Name/Title)
	Matt G. Tornay / Secretary
	(Name/Title)
	(Name/Title)
Officers Authorized to Sign Contracts	Kevin M. Lund / President
	(Name/Title)
	Matt G. Tornay / Secretary
	(Name/Title)
	(Name/Title)
Telephone Number(s):	Kevin M. Lund 916.952.2369
	(Area Code) (Number)
	Matt G. Tornay 916.258.5136
	(Area Code) (Number)
Fax Number(s):	916.338.2725
	(Area Code) (Number)
	(Area Code) (Number)
Email Address(es):	klund@lundconst.com
	mtornay@lundconst.com
Date of Bid:	07/18/2024

END OF DOCUMENT

Rev. 1 June 17th 2024

### **DOCUMENT 00 43 13**

### BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned

Lund Construction Co. (Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, OLIVEHURST PUBLIC UTILITY DISTRICT, a Public Utility District \_\_\_\_, as obligee, in the penal sum of (Dollar Amount In Words)

Ten Percent of Total Amount Bid \_\_ Dollars (\$\_10% of Total Amount Bid ) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's Total Bid Price, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is submitting a Bid for Project Number 2024-001 for construction of the [ADDRESS] in the City of Olivehurst , CA. Historic Olivehurst Pipeline Replacement Project at 1970 9th Ave, Olivehurst, CA 95961

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guaranty, and all other endorsements, forms, and documents required under Document 00 21 13 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this \_9th day of \_\_\_\_\_, 2024. (Month)

(Corporate Seal)

(Corporate Seal)

Lund Construction Co.	$\mathcal{O}_{\mathbf{a}}$
By Ken	Mthe
Principal	

By Western Surety Company

Suret Βv Andrea Cantlon, Attorney-In-Fact

END OF DOCUMENT

00 43 13 - 1

COUNTY OF Washoe	}
OnJuly 9, 2024, before me,	Shelly Demaray, Notary Public
	(here insert name of notary)
personally appeared	Andrea Cantlon
	(name(s) of Signer(s))
subscribed to the within instrument and acknowledged to	f satisfactory evidence) to be the person(s) whose name(s) is/a me that he/she/they executed the same in his/her/their authorize e instrument the person(s), or the entity upon behalf of which th
WITNESS my hand and official seal.	
Signature <u>Helly Demana</u> (SE)	AL) SHELLY DEMARAY Notary Public - State of Nevada Appointment Recorded in Washoe County No: 22-8289-02 - Expires January 10, 2026
	This area for Official Notarial Seal
OP'	
Though the data below is not required by law, it may p	prove valuable to persons relying on the document and could
Though the data below is not required by law, it may porevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER	
Though the data below is not required by law, it may porevent fraudulent reattachment of this form. <b>CAPACITY CLAIMED BY SIGNER</b> INDIVIDUAL	prove valuable to persons relying on the document and could
Though the data below is not required by law, it may p prevent fraudulent reattachment of this form. <b>CAPACITY CLAIMED BY SIGNER</b> INDIVIDUAL CORPORATE OFFICER	prove valuable to persons relying on the document and could
Though the data below is not required by law, it may porevent fraudulent reattachment of this form.          CAPACITY CLAIMED BY SIGNER         INDIVIDUAL         CORPORATE OFFICER         TITLE(S)         PARTNER(S)	prove valuable to persons relying on the document and could <b>DESCRIPTION OF ATTACHED DOCUMENT</b>
Though the data below is not required by law, it may p prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR	prove valuable to persons relying on the document and could <b>DESCRIPTION OF ATTACHED DOCUMENT</b>
Though the data below is not required by law, it may p prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) INDIVIEU GENERAL ATTORNEY-IN-FACT TRUSTEE(S)	TITLE OR TYPE OF DOCUMENT
Though the data below is not required by law, it may p prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR	TITLE OR TYPE OF DOCUMENT

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### Western Surety Company

### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

### Teri Lynn Wood, Patricia Owens, Nick Rossi, Nina Dedeker, Andrea Cantlon, Peter Kitowski, Carey Morgan, Shelly Demaray, Individually

of Reno, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of April, 2022.

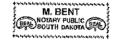
WESTERN SURETY COMPANY

State of South Dakota County of Minnehaha } ss

On this 27th day of April, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

. Bruflat, Vice President

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereinto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ July \_\_\_\_\_\_, 2024

CERTIFICATE



WESTERN SURETY COMPANY

J. nelson L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

### Authorizing By-Law

### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

### CALIFORNIA ACKNOWLEDGMENT

### CIVIL CODE § 1189

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

State of California	1		
County of Sacra	mento j		
on JUly 17,20	24 before me, T	lazcano, Notary P	ublic.
() Date		Here Insert Name and Title of the C	officer
personally appeared	Kevin M. Lur	nd	
	No	ame(s) of Signer(s)	

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



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

WITNESS my hand and official seal.

Signature Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL** 

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

•	tached Document			
Document Date: _	a a second a		Number of Pages:	
Signer(s) Other Th	an Named Above:			
Capacity(ies) Cla	imed by Signer(s)			
Signer's Name: _		Signer's Name:		
Corporate Offic	er – Title(s):			
🗆 Partner – 🗖 Li	nited 🗆 General			
🗆 Individual	Attorney in Fact	🗆 Individual	Attorney in Fact	
Trustee	Guardian or Conservator	Trustee	Guardian or Conservator	
Other:	· · · · · · · · · · · · · · · · · · ·	Other:		
	nting:		nting:	

©2019 National Notary Association

### **DOCUMENT 00 43 14**

### **BIDDER REGISTRATION FORM**

### INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # 342677

Date: 07/18/2024

\_\_\_\_\_ Fed Tax I.D. # 94-2425189

Full Corporate Name of Company: \_\_\_\_\_ Lund Construction Co

Street Address: \_\_\_\_\_5302 Roseville Road, North Highlands, CA 95660

Mailing Address: 5302 Roseville Road, North Highlands, CA 95660

Phone: 916.344.5800 Fax: 916.338.2725

Name of Principal Contact: Kevin M. Lund

California Department of Industrial Relations ("DIR") Number: 1000005212

Type of Business:

\_\_\_\_\_Sole Proprietor \_\_\_\_\_Non-Profit 501(c)(3) \_\_\_\_\_other (please explain:\_\_\_\_\_

X Corporation

. . . .

**INSURANCE** (Complete all items listed below that are applicable and/or are required by Document 00 73 16, Supplemental Conditions – Insurance and Indemnification)

### Workers' Compensation:

Carrier: _	Zuri	ch Ameri	.can 1	Insurance Co	
Address:	1299	Zurich	Way,	Schaumburg, IL 60196-1056	
Phone an	d Fax:	800.525	.2251	or 847.605.7616	
Policy Nu	mber: _	WC58179	7410		
-					

### **General Liability:**

Carrier: Starr Indemnity & Liability Co											
Address:	399	Park	Ave,	3rd F	loor,	New	York,	NY	10022		
Phone an											
Policy Nu	mber:	1000	09017	7241						<u> </u>	
							····				

Bidder Registration Form

00 4314 - 1

Rev. 1 June 17th, 2024
Policy Limits: \$ 2 Million ea Occurrence / \$ 4 Million Aggregate
A.M. Best Rating:
Automobile Liability:
Carrier: Zurich American Insurance Co
Address: 1299 Zurich Way, Schaumburg, IL 60196-1056
Phone and Fax:800.525.2251 or 847.605.7616
Policy Number:BAP110081307
Policy Limits: \$\$ 2,000,000
A.M. Best Rating:
All-Risk Course of Construction:
Not Applicable. Available Upon Request
Address:
Phone and Fax:
Policy Number:
Policy Limits: \$
A.M. Best Rating:
Professional Liability (if applicable)

### Professional Liability (if applicable):

Carrier: Not Applicable.
Address:
Phone and Fax:
Policy Number:
Policy Limits: \$
A.M. Best Rating:
Pollution Legal Liability Insurance (if applicable): Carrier:Starr Surplus Lines Insurance Co
Address: 399 Park Ave, 3rd Floor, New York, NY 10022

616.786.3950 Phone and Fax:

**Bidder Registration Form** 

Policy Limits: \$ \$ 10,000,000 A.M. Best Rating: Not Applicable.	Policy Number:	1000	066890241	 	 	
A.M. Best Rating:	Policy Limits: \$	\$ 10,	000,000			 
	A.M. Best Rating:	Not	Applicable.		 	 *#*

### Excess Liability Insurance (if applicable): Umbrella Liability

Execce Endering modulate (in applicable). Undrena Liability
Carrier: Starr Indemnity & Liability Co
Address: 399 Park Ave, 3rd Floor, New York, NY 10022
Phone and Fax:
Policy Number:
Policy Limits: \$ \$ 8,000,000
A.M. Best Rating:
Other Liability Insurance (if applicable):
Carrier: Not Applicable.
Address:
Phone and Fax:
Policy Number:
Policy Limits: \$
A.M. Best Rating:

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER: Lund Construction Co

(COMPANY NAME)

By:	Kevin M.	Lund
	NAMĘ	$\sim$
	1/	$() \cap$
By:	Keuw	MED
	SIGNATURE	

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TIT	Ľ	E							

07/18/2024

DATE

Bidder Registration Form

### SAFETY AND EXPERIENCE RECORD

The following statements as to the Bidder's safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder's interstate Experience Modification Rate for the last three years.

If Bidder was not eligible to obtain a formal rating from the Workers Compensation Insurance Rating Bureau for any of the years listed above, Bidder must submit written information from its workers compensation insurance company that establishes what Bidder's equivalent EMR would be.

2. Total Recordable Incident Rates (RIR)

What were Bidder's Total RIR for each of the last three years?

2021 2.66 2022 2.50 2023 3.60

Average of last three years: 2.92 (no rounding)

3. Total Lost Time Incident Rates (LTIR)

What were Bidder's Total LTIR for each of the last three years?

2021	1.77 <sub>2022</sub>	. 62 2023	2.16
2021	1.// 2022	· 62 2023	2.16

Average of last three years: <u>1.51</u> (no rounding)

4. Use Bidder's last year's Cal/OSHA 300 log to fill in the following number of injuries and illnesses:

a. I	Number of lost workday cases	3
b. 1	Number of medical treatment cases	2
c. N	Number of fatalities	0
Employe	e hours worked last year	277492

6. State the name of Bidder's safety engineer/manager: Shawn Love 916.601.0888

Attach a resume or outline of this individual's safety and health qualifications and experience.

Resume attached after signed Bidder Registration form.

5.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER:						
	.1		$\cap$			
	V	1. 1	VN			
Ву:	News	M	Ind	Kevin	М.	Lund
	•	S	ignature			

Title

<sub>lts:</sub> President

Date 07/18/2024

END OF DOCUMENT

**Bidder Registration Form** 

### **Σhawn Love**

6 (619) 302-3446

Shawn.love343@gmail.com

Astute and intuitive safety professional with over 20 years of overall experience, beginning in the US Navy and involved in construction safety since 2017, Professional development experience that includes comprehensive training and certifications as an OSHA authorized trainer (OSHA 500) and Construction Safety and Health Official (CSHO) through working knowledge and know-how of Fed-OSHA and Cal/OSHA working knowledge and know-how of Fed-OSHA and Cal/OSHA standards and implementation, safety inspection and investigation techniques. Proven ability to adapt to situations and surroundings, excels under pressure and able to use critical thinking in the toughest environments. A proven track record of creating, improving and maintaining effective and positive safety culture, greatly reducing incidents and cost. Safety...One Team, One Goal...Zero incidents!

### Construction Safety Specialist

Lund Construction Co. - North Highlands, CA

- Conducts safety meetings, audits, and inspections to ensure implement follow up assessments with 195 employees, including 165 implement follow up assessments with 195 employees, including 165 Teamsters unions members.
- Created and implemented Workplace Violence Prevention Program
   Created and implemented Workplace Violence Prevention Program
- Create, implement, and manage comprehensive environmental safety
   & health programs on premises and an average of 60 project site
- Perform and oversee investigations of accidents, injuries, and unsafe working conditions including interfacing with workers' compensation
- claims, encompassing over 180 employees.
   Communicate with injured workers and plan return to work strategies, successfully maintaining good mental and physical health while recovering.
- Directly coordinate with six project managers and seven superintendents and executive management team providing guidance on health and safety, ensuring project sites fulfill industry, local, state, and federal guidelines and regulations.
- Collaborate with management team to develop Emergency Action.



Professional Professional

### Related Experience History

104.2021 - Current

``````````````````````````````````````	<ul> <li>investigation, and case management.</li> <li>Maintains written log of safety inspection activities, reports, and correspondence.</li> <li>Coordinates and monitors health and safety updates, invoices, and submittals.</li> <li>Implemented proactive risk management strategies that significantly reduced the frequency of lost-time injuries among construction personnel, reducing Experience Modification Rate (EMR) down from .86 to .74.</li> </ul>
11.2020 - 04.2021	<ul> <li>Safety Consultant, Site Safety Supervisor</li> <li>Safety Dynamics Group - Various</li> </ul>
·	<ul> <li>Provided guidance and input to four Project Superintendents and four Project Managers on large multi-million dollar projects, resulting in zero incidents through the duration of the projects.</li> <li>Audited and reviewed all safety programs at large build sites i.e., Amazon tilt up, Wayfair tilt up, including eight subcontractors.</li> <li>Created recommendations for improvement based upon audit and</li> </ul>
	<ul> <li>ensured program compliance.</li> <li>Created inspection reports and ensured proper communication</li> </ul>
	through verbal debriefings or tabletops
	<ul> <li>Conducted designated site audit and safety walk-through, ensuring safe work practices, compliance and maintaining safety culture.</li> <li>Audited and reviewed all COVID policies and protocols to ensure compliance with current guidance</li> <li>Made all necessary recommendations and reports.</li> </ul>
11.2019 - 10.2020	
11.2017 10.2020	Safety and Logistics Manager     RAD Urban - Oakland
	<ul> <li>Provided input and support to Project Managers and Project Superintendents</li> <li>Coordinated and maintained Storm Water Pollution Prevention Plan (SWPPP)</li> <li>Coordinated and oversaw all crane and rigging operations and their associated requirements, directly resulting in efficient and safe operations with zero incidents</li> <li>Created, implemented, and managed site Corona Virus Disease (COVID) prevention plans, including management of 18 subcontractor COVID-19 plans and protocols, resulting in zero COVID cases on site while maintaining site schedule, workload, employee &amp; public safety</li> <li>Ensured quality site safety programs and onsite organization standards</li> </ul>
	<ul> <li>were maintained, achieving best site efficiencies, safe work practices and successful weekly third-party safety inspections</li> <li>Conducted safety tailgate training, safety inspections, incident investigation reports, and safety orientations, greatly improving safety culture and resulting in zero lost-time injuries</li> <li>Provided immediate first aid and triage for all personnel, significantly reducing need and cost of third-party intervention and treatment</li> <li>Liaised with inspection authorities, ensuring to maintain a great working relationship</li> <li>Liaised between owner, archifect, engineer, and subcontractors to ensure proper understanding and adherence to protocols.</li> </ul>
08.2018 - 11.2019	Production Superintendent & Development Manager RAD Urban (Construction Manufacturing)
	<ul> <li>Provided input and support to Plant Manager, Senior Production</li> </ul>

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v	Manager and Executive team
· · ·	<ul> <li>Reviewed and processed Change Orders, submittals, shop drawings, and Request for Information (RFIs) for build scope and redline corrections, ensuring the best possible information and instruction was readily available, with zero down time or work loss</li> <li>Led, coached and mentored 196 hard-charging team members, including nine superintendents, in construction manufacturing</li> </ul>
	<ul> <li>environment utilizing Lean manufacturing processes resulting in zero stop-loss in production</li> <li>Coordinated and oversaw all production efforts and maintained strict production schedule with no production loss, drastically reducing waste</li> <li>Ensured quality standards, plant safety and safety programs, production organization and throughput were met and maintained</li> <li>Conducted safety tailgate training, safety inspections and incident investigation reports, greatly improving safety culture and resulting in zero lost-time injuries</li> <li>Planned and coordinated required training for production personnel,</li> </ul>
	<ul> <li>ensuring best efficiency and trade available</li> <li>Led first aid and emergency response team, resulting in zero workload impact and greatly reducing cost of third-party intervention and treatment</li> <li>Liaised with State, County and third-party safety inspectors and consultants, maintaining quality and positive safety culture</li> <li>Interpreted drawings, specifications and field issues to foster safe environment</li> <li>Liaised between owner, architects, production engineers and Unions, maintaining great working relationship and cohesive team</li> </ul>
07.2017 - 08.2018	<ul> <li>Sales and Service Representative</li> <li>Cintas First Aid and Safety - Sacramento</li> </ul>
	<ul> <li>Provided input and support to managers and superintendents</li> <li>Serviced and maintained eyewash and first aid stations, keeping clients OSHA compliant</li> <li>Provided safety assessments and guidance on OSHA requirements</li> <li>Material and equipment procurement and expediting delivery of same</li> <li>Assisted in the review of safety and provide detailed feedback</li> <li>Delivered product demonstrations tailored to clients" specific requirements, showcasing features that would benefit their businesses directly</li> <li>Managed key accounts effectively by proactively addressing concerns or issues, ensuring high levels of customer retention and satisfaction</li> </ul>
10.1995 - 05.2017	Chief Petty Officer, Damage Control U.S. Navy - Virginia
	<ul> <li>Ensured combat readiness of personnel, through multiple front-line leaders and processes, directly resulting in continual first-round certifications and above average audit evaluations</li> <li>Maintained life-safety equipment, regulatory and safety compliance through OSHA, NIOSH, EPA, and DOD standards</li> <li>Conducted rescue and recovery operations for medium and high risks environments i.e., confined space rescue and insertion/extraction of personnel</li> <li>Trained personnel in life-saving skills and ability to identify, adapt and overcome obstacles, utilizing a 'think smarter, not harder' mind set</li> <li>Utilized risk management to assess hazards in daily high-stress and rapidly changing environment, providing assessments and guidance to senior leadership and management using clear communication</li> </ul>

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,	through verbal briefings, debriefings, and lesson-learned symposiums
	<ul> <li>Inspected, evaluated, and ensured all workspaces, personnel and policies followed and maintained all safety and good house-keeping standards according to OSHA, NIOSH, EPA, and DOD guidance on nine naval vessels</li> </ul>
	<ul> <li>Implemented safety controls and management tools to better identify and decrease safety hazards and mishaps, resulting in zero man-hour loss</li> </ul>
	<ul> <li>Inspected, evaluated, organized, and expertly managed the implementation of the maintenance scheduling programs and guidance for nine naval vessels, impacting over \$50 million of equipment</li> <li>Resulting in an above average audit score and directly contributing to</li> </ul>
	<ul> <li>the increase in productivity and efficiency of all nine ships</li> <li>Increased operational readiness by conducting thorough training exercises and performance evaluations for junior personnel</li> </ul>
	<ul> <li>Contributed to the development of innovative tactics and strategies aimed at increasing mission effectiveness in complex environments</li> <li>Reduced equipment downtime through diligent maintenance, troubleshooting, and repairs on essential systems</li> </ul>
	<ul> <li>Upheld the highest standards of professionalism while serving as a representative of the United States Navy both domestically and abroad</li> <li>Improved overall unit performance by mentoring subordinates in professional development and career advancement opportunities</li> </ul>
Certifications And	
Involvement	<ul> <li>Traffic Control Technician (TCT)</li> <li>Environmental Health and Safety Professional</li> <li>American Red Cross Licensed Training Practitioner - First Aid</li> <li>Certified Safety and Health Official(CSHO) -</li> <li>OSHA 30 Hour Safety Certification: #26-607303968EHS -</li> <li>OSHA 510 - OSHA Standards for Construction - OSHA Training Institute</li> <li>OSHA 500 - OSHA Outreach Trainer: #32-01065587</li> <li>OSHA 2015 - Hazardous Materials - OSHA Training Institute</li> <li>OSHA 2225 - Respiratory Protection -OSHA Training Institute</li> <li>OSHA 2264 - Permit Required Confined Space - OSHA Training Institute</li> <li>OSHA 3015 - Excavation, Trenching, and Soil Mechanics - OSHA Training Institute</li> <li>OSHA 3095 - Electrical Standards - OSHA Training Institute</li> <li>OSHA 3115 - Fall Protection - OSHA Training Institute</li> <li>OSHA 5109 - Cal/OSHA Standards for Construction Industry - OSHA Training Institute</li> </ul>
	<ul> <li>OSHA 7105 - Evacuation and Emergency Planning- OSHA Training Institute</li> <li>OSHA 7410 - Managing Excavation Hazards- OSHA Training Institute</li> <li>OSHA 7405 - Fall Hazard Awareness- OSHA Training Institute</li> <li>OSHA 7500 - Introduction to Safety and Health Management - OSHA Training Institute</li> <li>OSHA 7505 - Introduction to Incident (Accident) Investigation- OSHA Training Institute</li> <li>OSHA 7845 - Recordkeeping Rule Seminar- OSHA Training Institute</li> <li>Advanced First Aid/CPR/BBP</li> </ul>
	<ul> <li>Permit Required Confined Space – American Safety Council</li> <li>NFPA 70E Standard for Electrical Safety in the Workplace</li> </ul>
Skills	<ul> <li>Root Cause Analysis</li> <li>Emergency Response</li> <li>Investigations</li> <li>Safety Protocols</li> </ul>

i.

- Process Improvement
- Program Evaluation
- Microsoft Office Suite
- OSHA-500 Authorized OSHA Trainer
   OSHA Safety Training for Construction
- Safety policies
- Safety-focused
- OSHA Safety Regulations

### Affiliations

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- American Society of Safety Professionals
- Board of Certified Safety Professionals
- National Safety Council

### **DOCUMENT 00 45 13**

### ATTACHMENT A – Statement of Qualification Questionnaire

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00 21 13 (Instructions to Bidders) and Document 00 45 13 (Statement of Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

### **CONTACT INFORMATION**

Co	ompany Name:	Lund Construction Co
Ov	wner of Company:	Kevin M. Lund
Co	ontact Person:	Kevin M. Lund, Matt G. Tornay or Harjiwan S Chatha
Ad	dress:	5302 Roseville Rd, North Highlands, CA 95660
Ph	one:	916.344.5800 Fax: 916.338.2725
En	nail:	klund@lundconst.com, mtornay@lundconst.com or hchatha@lundconst.com PARTA: GENERAL INFORMATION
1.	Does Bidder posse the work proposed?	ss a valid and current California Contractor's license for Yes X No
2.	Does Bidder have Document 00 73 16	the minimum liability insurance coverage required in Yes <u>X</u> No
3.	Has Bidder's Licens	e been revoked at any time in the last five years? Yes No _X
4.	Has Bidder been convenience), or ha five years?	"default_terminated" by an Owner (other than for Yes No _X s a Surety completed a contract for Bidder within the last
5.	Has Bidder been cor in the last three year	nvicted more than twice for failure to pay prevailing wages Yes No $\underline{X}$
6.	Not Used.	Yes No
7.	Are Bidder and all Department of Indus	listed subcontractors registered and qualified with the Yes No X trial Relations pursuant to Labor Code Section 1725.5?
	Bidder may be disqu Bidder may be disqu	alified if any answer to questions 1, 2, or 7 is No. alified if any answer to questions 3, 4, or 5 is Yes.
<u>(SA</u>	PAR' FETY)	T B: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS
		al OSHA, the EPA or any Air Quality Management Agency cited Bidder in the s, attach description of each citation.
2.   	How often does Bidde <sup>F</sup> ield Supervisor W	r require documented safety meetings be held for: eekly <u>X</u> Bi-Weekly Monthly Less Than Monthly
Ctát.		

Statement of Qualifications

00 45 13 - 4

Rev. 1 June 17th, 2024

Employees	Weekly X	Bi-Weekly	Monthly	Less Than Monthly
New Hires	Weekly X	Bi-Weekly	Monthly	Less Than Monthly
Subcontractors	Weekly X	Bi-Weekly	Monthly	Less Than Monthly

- How often does Bidder conduct documented safety inspections? Quarterly \_\_\_\_\_ Semi-annually \_\_\_\_\_ Annually \_\_\_\_\_ Other <u>Weekly</u>
- Does Bidder have home office safety representatives who visit/audit the job site? Quarterly \_\_\_\_\_ Semi-annually \_\_\_\_\_ Annually \_\_\_\_\_ Other <u>Weekly</u>
- 5. What is Bidder's Interstate Experience Modification Rate? \_\_\_\_\_. (A rating in excess of [1] may constitute grounds for disqualification as non-responsible).

### (PREVAILING WAGE PROVISIONS)

 Has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence.
 Yes \_\_\_\_\_ No \_X\_\_\_

### (LICENSE PROVISIONS)

7. Has Bidder changed names or license numbers in the past 5 years? If so, please state reason for change.

Yes \_\_\_\_\_ No \_**X**\_\_ Reason:`\_\_\_\_\_\_

### (DISPUTES)

- 8. In the past five years, has Bidder on any project that Bidder performed construction services made any written claim against any owner for additional compensation or additional time, that the owner disputed, exceeding on a per project basis an aggregate amount of \$100,000 or 10% of the original contract sum? If yes, attach description of each instance including details of total claim(s) amount, resolution description including amount, and Owner's name and phone number.
  Yes \_\_\_\_\_ No \_X
- 9. In the past five years, has any owner on any project that Bidder performed construction services asserted any written claim against Bidder for delay, defective work, warranty work, backcharges and/or offsets, that the Bidder disputed, exceeding on a per project basis, an aggregate amount of \$100,000 or 10% of the original contract sum? If yes, attach description of each instance including details of total claim(s) amount, resolution description including amount, and Owner's name and phone number.

### (BONDING)

10. Bonding Capacity – Provide documentation from Bidder's surety identifying the following: Name of bonding company/surety: <u>Western Surety Company</u>

Name of Surety Agent: Andre	a Cantlon	·
Surety Agent address: <u>300</u> E	2nd St, Suite 1300,	Reno, NV 89501
Surety Agent phone number:	p) 775.996.600 & (m)	775.846.4771
Is surety a California-admitted su	rety? Yes XNo	
Statement of Qualifications	00 45 13 - 5	OPUD - Historic Oliveburgt

Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes X\_\_\_\_No \_\_\_\_\_

List surety's A.M. Best Rating: "A" Excellent

What is Bidder's total bonding capacity? \$60,000,000

What percent does Bidder pay for bonds? 1%

### PART C: EXPERIENCE OF PRIME CONTRACTOR

The nature of this Project requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

### Prime Contractor

List three (3) projects involving underground utility replacement/installation that involved construction of water facilities of similar size and scope to the Work of the Contract, completed in the past ten years, and provide the name of the superintendent, project manager and scheduler. NOTE: This listing will be used to assess compliance with the stated minimum qualifications in Paragraph 1.01.

Project Name	Cost (\$)	Year Completed	Name of Project Superintendent	Name of Project Manager	Name of Project Scheduler
Foresthil Rd Pipe- line Replace- ment	\$2,229,128	2023	Randy Jordan	Matt Tornay	Matt Tornay
State St Watermain Replace- ment	\$2,860,423	2021	Randy Jordan	Mark Olivera	Mark Olivera
West St Trans- mission Water Main	\$1,863,031	2019	Randy Jordan	Matt Rolla	Matt Rolla

Statement of Qualifications

### <u>Key Personnel</u>

List Key Personnel that will be assigned to the Work of the current Project and their experience/training with the projects listed above:

Project Manager: Nic Cooper or Seamus Armanino

Project Superintendent: Anthony Taylor

Project Scheduler: Nic Cooper or Seamus Armanino

### Recent Projects

Provide information about three (3) of its most currently completed public projects. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications in Paragraphs 1.01. If a separate sheet is used, it must contain all of the following information:

1. Project Name: Foresthill Rd Pipeline Replacement

Location: Foresthill, CA

Owner: Foresthill Public Utility District

Owner Contact (name and phone): Hank

Architect/Engineer: \_\_\_\_\_Peterson, Brustad, Inc\_\_\_

Architect/Engineer Contact (name and phone number): <u>Tim Hasler 916.608.2212</u>

Const. Mgr. or Project Mgr. (name and phone number): Matt Tornay 916.258.5136

Description of Project, Scope of Work Performed: 5,070' of 10" pipe & reconnection of water services from Mosquito Ridge Rd to Thomas St & 700' of 6" pipeline down Sierra View Lane

Total Construction Cost: \$ 2,229,128.05

Total Change Order Amount: \$ 102,452.52

Did Change Orders exceed 10% of original contract sum? No If yes, please explain on separate sheet.

Original Scheduled Date of Completion: 10/2022

Time Extensions Granted (number of Days): 210 - Forest fire pushed final paving.

Actual Date of Completion: 05/17/2023

Number of Stop Notices filed by Subcontractors or Suppliers: <u>None</u>

2. Project Name: State Street Water Main Replacement

Location: West Sacramento, CA

Owner: City of West Sacramento

Owner Contact (name and phone): <u>Amber Wallace 916.505.0348</u>

 Statement of Qualifications
 00 45 13 - 7
 OPUD - Historic Olivehurst

 Pipeline Replacement Project

Architect/Engineer: \_\_\_\_\_Domenichelli & Associates

Architect/Engineer Contact (name and phone number); Thomas M. Dugan 916.933.1997 Const. Mgr. Or Project Mgr. (name and phone number): Mark Oliveira 916.344.5800 Description of Project. Scope of Work Performed: 8,700' of 8" & 1,100' of 12" PVC mainline making tie-ins to existing water mains. Install 210water service lines that will reconnect to existing water meters, install new FHs & R&R FHs, new air release valves, and blow offs. Total Construction Cost: \$ 2,860,423.30 Total Change Order Amount: \$ 35, 535.30 Did Change Orders exceed 10% of original contract sum? No If yes, please explain on separate sheet. Original Scheduled Date of Completion: 7/2021 Time Extensions Granted (number of Days): 20 Actual Date of Completion: \_\_8/2021 Number of Stop Notices filed by Subcontractors or Suppliers: None 3. Project Name: West St Transmission Water Main Location: Woodland, CA Owner: City of Woodland Owner Contact (name and phone): Brent Meyer 530.661.5820 Architect/Engineer: Laugenour & Miekle Architect/Engineer Contact (name and phone number): <u>Bryan P. Bonino 530.662.1755</u> Const. Mgr. Or Project Mgr. (name and phone number): Matt Rolla 916.344.5800 Description of Project, Scope of Work Performed: New 12" & 16" transmission mains from the Southwood Dr to Clover St. The existing main will be abandoned north of 449 West St. Total Construction Cost: \$ 1,863,031.04 Total Change Order Amount: \$ 95, 671.04 Did Change Orders exceed 10% of original contract sum? No If yes, please explain on separate sheet. Original Scheduled Date of Completion: 8/21 Time Extensions Granted (number of Days): \_\_\_\_ 0 Actual Date of Completion: 8/21 Number of Stop Notices filed by Subcontractors or Suppliers: None Statement of Qualifications 00 45 13 - 8 OPUD - Historic Olivehurst

Pipeline Replacement Project

### PART D: [INTENTIONALLY OMITTED]

### **PART E: FINANCIAL INFORMATION**

 Has Bidder ever reorganized under the protection of bankruptcy laws? Yes \_\_\_\_\_ No \_\_X If yes, please state when \_\_\_\_\_

Agency Name: N/A Same Carrier for the Past 5 Years

2. If Bidder has had the general liability carrier identified in Document 00 43 14 (Bidder Registration and Safety Experience Form) for less than 5 years, please provide additional information below for balance of the last 5 years:

Contact Name:				
		···	··· · <u>-</u> .	· · · -
Carrier:	A.	M. Best Rating:		
Carrier:	A.	M. Best Rating:		
Carrier:	A.	M. Best Rating:		

3. Has Bidder ever had insurance terminated by a carrier? Yes <u>No X</u> If yes, explain on a separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.

Bidder hereby declares under penalty of perjury that all the information provided in this questionnaire is true and correct.

SIGNATURE Kevin M. Lund

President

TITLE

END OF DOCUMENT

Statement of Qualifications

### DOCUMENT 00 45 19

### NON-COLLUSION DECLARATION

### PUBLIC CONTRACT CODE SECTION 7106

### NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID The undersigned declares: Lund Construction I am the <u>President</u> of <u>Co</u>, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on <u>07/18/2024[date]</u> at <u>North</u> [city], <u>California [state]</u>.

BIDDER'S SIGNATURE:

Kevin M. Lund - President

NAME/TITLE OF SIGNATORY:

LEGAL NAME OF BIDDER:

Lund Construction Co

END OF DOCUMENT

Non-Colfusion Declaration (CSA)

### **DOCUMENT 00 45 46**

### **BIDDER CERTIFICATIONS**

### TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 8, below.

### 1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

### 2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the Labor Code Section 3700, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

### 3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Section 1773, which requires the payment of prevailing wage on public projects. Contractor and any subcontractors under the Contractor shall comply with Labor Code Section 1776 regarding wage records, and with Labor Code Section 1777.5 regarding the employment and training of apprentices. Contractor is responsible to ensure compliance by any and all subcontractors performing work under this Contract.

### 4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Sections 1777.1 and 1777.7 Code, and Contractor and Subcontractors are eligible to bid and work on public works projects.

### 5. CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

### 6. CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

### 7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the

**Bidder Certifications** 

00 45 46 - 1

labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

### 8. CERTIFICATION REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION

By my signature hereunder, as the Contractor, I certify that Contractor, and all Subcontractors listed on Document 00 43 36 (Subcontractors List) are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. Contractor's registration number is **[please complete]** <u>1000005212</u>. Subcontractors' registration numbers are as indicated in Document 00 43 36.

Lund Construction Co

Date:	<u>07/18,</u> [202 <u>4]</u>	By: Reus M La	ature)
		Name: <b>Kevin M. Lund</b> (Print	Name)
		lts: <b>President</b> (Title	·

END OF DOCUMENT

### **DOCUMENT 00 45 48**

### IN-USE OFF-ROAD DIESEL-FUELED FLEETS CERTIFICATION

### TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 2, below.

- <u>Certification of Compliance</u>. I hereby certify that I and all of my Subcontractors will conform to the California Air Resource Board (CARB) In-Use Off-Road Diesel-Fueled Fleets requirements for all work involving the use of vehicles subject to the regulations, including, without limitation, as applicable, the Contracting Requirements in Title 13 CCR section 2449, subdivision (i), subparts (1) – (4), and the Prime Contractor Requirements in Title 13 CCR section 2449, subdivision (j), subparts (1) – (5).
- 2. <u>Instructions</u>. Check one (1) box below.

Bidder's current CARB issued Certificate of Reported Compliance accompanies this Certification. (If this box is checked, the Certificate *must be* provided.)

Bidder certifies that its work on the Project (including work of its Subcontractors) does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

BIDDER:			Lund Construction Co
Date:	07/18	, 2024	By: Alus M Lod
			(Signature)
			Name: Kevin M. Lund
			(Print Name)
			Its: President
			(Title)
			END OF DOCUMENT

2/29/24, 2:59 PM

California Air Resources Board: Off-Road Diesel-Fueled Fleets Regulation



https://sel.arb.ca.gov/ssldoors/doors reporting/perm/php/certificate.php

4/3/24, 10:42 AM

# California Air Resources Board: Off-Road Diesel-Fueled Fleets Regulation

# California Environmental Protection Agency Air Resources Board

### **January 1, 2024**

## CERTIFICATE OF REPORTED COMPLIANCE OFF-ROAD DIESEL VEHICLE REGULATION

### is issued to

## LUND EQUIPMENT LP

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025** 

Chief, Mobile Source Contral Division

California Air Resources Board

Off-road Diesel Fleet Identification

945

To verify the authenticity of this certificate, enter this number a http://www.arb.ca.gov/doors/compliance\_cert1.html





Rev. 1 June 17th, 2024

#### DOCUMENT 00 50 50

# NOTICE OF INTENT TO AWARD FOR CONSTRUCTION

## (EXAMPLE)

#### OLIVEHURST PUBLIC UTILITY DISTRICT HISTORIC OLIVEHURST PIPELINE REPLACEMENT PROJECT 1970 9TH AVE, OLIVEHURST, CA 95961

Swarnjit Boyal, the Public Works Engineer of Owner, intends to recommend to Owner's Board the Award

of the above-referenced Project to

Lund Construction Co

(Name of Contractor)

## OWNER: OLIVEHURST PUBLIC UTILITY DISTRICT

Ву: \_\_\_\_\_

(Print name)

Title: \_\_\_\_\_

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

END OF DOCUMENT

Notice of Intent to Award for Construction 00 50 50 - 1

OPUD - Historic Olivehurst Pipeline Replacement Project

#### DOCUMENT 00 4336

#### SUBCONTRACTORS LIST

1. **Subcontractor's List**. The Subcontractors List must include the names of all subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount.

Name of Subcontractor and Location of Place of Business	Description of Work	Subcontractor's License No.	DIR Registration Number
F3 & Associates 701 East H St Benicia,CA 94510	Survey	N/A	1000010171
Pacific Boring PO Box 727 Caruthers,CA 93609	Jack & Bore	553794	1000003953
Verux 9848 Business Pk Dr Suite C Sacramento, CA 95827	WPCP	N/A	1000001353
Twining Waterworks 1572 Santa Ana Ave Sacramento, CA 95838	Testing	N/A	1000005568
Vintage Paving 119 Main Street P.O Box 461 Winters CA 95694	Paving	#709237	100000609
Welco Underground Co 4708 Roseville Road Suite 102 North Highlands CA 95660	Directional Drilling	#959913	1000011655
	(Piddonto attanto a dulla)		

(Bidder to attach additional sheets if necessary)

(PUBLIC CONTRACT CODE §4100 ET SEQ.)

Subcontractors List

2. **Subcontracting Limits**. The Contractor shall perform with its own organization work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with its own organization. When items of work in the Bid schedule are preceded by the letter (S), such items shall be deemed designated "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted; the value of work subcontracted will be based on the estimated percentage of the contract item bid price, determined from information submitted by the Contractor, subject to approval by Owner.

END OF DOCUMENT

Subcontractors List

#### **DOCUMENT 00 45 13**

## STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

## **ARTICLE 1 – GENERAL INFORMATION**

#### 1.01 Minimum Bidder Qualifications.

- A. Bidders must be duly licensed, pursuant to the license requirements in Document 00 11 16, Article 2.01, and in accordance with the California Business & Professions Code Sections 7006, *et seq.*, and have a history of work performance sufficient to meet the requirements of a responsible bidder in the Public Contract Code Section 1103.
- B. Bidders must have five (5) years experience as a continuously operating entity engaged in the performance of similar work.
- C. Bidders must demonstrate successful completion of <u>three (3) underground utility</u> replacement/installation projects within the past ten (10) years that involve construction of water facilities that were of similar size and nature to the Work for Owner consideration.

#### 1.02 Measurement.

- A. Bidder's compliance with the minimum qualification requirements will be measured by Bidder's experience as an operating entity and also by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.
- B. If Bidder subcontracts portions of the Work, Owner, in its determination of whether the minimum qualification requirements have been met, may consider the qualifications of the Subcontractor's supervisory personnel.
- C. The qualifications of the Key Personnel, as stated in Attachment A, are to be submitted with the Statement of Qualifications (**SOQ**), by providing the information described in this Document 00 45 13.

#### 1.03 Other Requirements.

- A. Bidder's attention is called to the following minimum requirements for a Bidder to be found responsible to perform the Work:
  - 1. Financial Strength. Sufficient financial strength, stability and resources as measured by Bidder's equity, debt-to-assets ratio, and capability to finance the Work to be performed.
  - Building Capacity. Ability to secure, in accordance with the Contract documents, the required forms of Construction Performance Bond and Construction Labor and Material Payment Bond. Ability to obtain required insurance with coverage values that meet minimum requirements.
  - 3. Subcontracting Prior Experience. Satisfactory experience on public works, including without limitation no history of default termination, excessively delayed completion or excessive defective work.
  - 4. Public Project Experience. Evidence that Bidder and its team, have the human and physical resources of sufficient quantity and quality to perform the Work under Contract documents in a timely and Specification-compliant manner, to include:
    - a. Construction and management organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment for the Project.
    - b. Minimum licensing requirements including evidence of a valid California contractor's license for the Bidder and evidence of requisite licenses for Key Personnel of Bidder.
    - c. Sufficiency of proposed quality assurance plan to meet the requirements of the Contract documents.
    - d. Bidder's safety record.
    - e. Minimum experience requirements of the prime contractor including the completion of

Statement of Qualifications

00 45 13 - 1

OPUD - Historic Olivehurst Pipeline Replacement Project

- at least the minimum projects described in paragraph 1.02.C above.
- f. A field organization with skills, experience, and equipment sufficient to perform all on-Site work and necessary scheduling.
- g. Expertise of Key Personnel to accomplish the duties and responsibilities required to perform the Work under Contract documents. Minimum experience requirements of Key Personnel including the completion of three projects of similar nature and complexity and having two years of experience on projects of similar nature and complexity.
- B. [Intentionally omitted].

## ARTICLE 2 – REQUIRED CONTENTS OF SOQ SUBMISSION

#### 2.01 Transmittal Letter.

A. The Transmittal Letter shall name the proposed prime contractor, its legal structure (i.e., corporation, partnership, limited partnership, joint venture). If a joint venture or partnership is proposed, Bidder shall identify partner and/or member of the joint venture and their roles and responsibilities.

#### 2.02 Submittals.

- A. <u>Completed Questionnaires</u>. Bidder shall include a completed Statement of Qualification Questionnaire in the form attached to this Document 00 45 13 as <u>Attachment A</u>.
- B. <u>Resumes of Proposed Key Personnel</u>. Bidder shall provide a resume for each named Key Personnel of Bidder, to include as necessary: Years of experience; Education degrees, schools and years obtained; Professional Registrations; Fluency in English (Yes/No); At least two client references, including contact names, addresses and telephone numbers, and description of projects of a similar nature worked on in the past five years.
- C. Not Used.
- D. <u>Surety Letter re: Capability to Provide Required Performance and Payment Bonds</u>. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, and category of III or better for Owner consideration, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 61 13.13 (Construction Performance Bond) and (Construction Labor and Material Payment Bond), each in the penal sum of the Contractor's bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- E. <u>Insurer Letter re: Capability to Provide the Required Insurance</u>. Bidder shall provide a letter from an insurance underwriter, having a financial rating reasonably acceptable to Owner, confirming that the insurer will provide Bidder the required coverages and amounts specified in the Contract Documents.
- F. <u>Description of Human and Physical Resources</u>. Bidder shall identify, describe, and quantify for itself, the following technical information for the construction work: Description and location of manufacturing facilities, naming products and quantifying production capacity and current demand; Description of field organization(s), naming skills and equipment; Description of safety program quality control procedures, and safety experience; and
- G. License: Evidence of a valid contractor's license and required licenses of all licensees of persons

Statement of Qualifications

00 45 13 - 2

OPUD - Historic Olivehurst Pipeline Replacement Project who are Key Personnel necessary to perform the Work.

H. <u>Litigation History</u>. Description of litigation history for the past three years including names of involved parties, nature of dispute, and disposition.

## 2.03 Format.

- A. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meet Owner's requirement. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).
- B. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 00 45 13 must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 00 45 13 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

# [NEXT PAGE - STATEMENT OF QUALIFICATION QUESTIONNAIRE]



Phone: 916-344-5800 Fax: 916-338-2725 License #: 342677

5302 Roseville Road, North Highlands, CA 95660 www.LundConst.com

# 00 45 13 SOQ SUBMISSION Article 2 – Required Content

- 2.01 Transmittal Letter
  - Lund Construction Co A California S Corporation Date of Incorporation 07/01/1977

#### 2.02 Submittals

- A. Completed questionnaire
- B. Resume of Proposed Key Personal
  - a. Jeremiah Conley Operations Manager
    - i. 33 Years of Field Experience
    - ii. Experience Working Through the Trades
    - iii. Fluent in English Yes
    - iv. References:
      - 1. Doug Handen
        - The Handen Co, Inc 3250 Monier Circle, Suite D Rancho Cordova, CA 95742
        - (p) 916.425.4662
      - 2. Steve Ballinger
        - Woodside Homes of N CA 111 Woodmere Rd, Suite 190 Folsom, CA 95630
        - (p) 916.431.8265
  - b. Anthony Taylor Underground Superintendent
    - i. 20 Years of Field Experience
    - ii. Experience Working Through the Trades
    - iii. Fluent in English Yes
    - iv. References:
      - 1. Luke Walker Walker & Associates, LLC
        - (p) 916.792.6318
      - 2. Bob Minturn
      - Minturn & Associates Management Services (p) 916.257.4065

SUCCESSFUL PROJECTS START WITH US.

c. Nic Cooper – Lund Project Manager

i. 6 Years Experience

- ii. CSU Sacramento BS Construction Management 2018
- iii. Fluent in English Yes
- iv. References:

## 1. Robert Rueff

- Construction Supervisor
- City of Sacramento

Engineering Services Division 915 | St, Room 2000

- Sacramento, CA 95814-2604
- (p) 916.804.3180
- 2. Neil Tamagni

Sr Construction Inspector Citrus Heights Water District 6230 Sylvan Rd, PO Box 286

- Citrus Heights, CA 95611-0286
- (p) 916.540.6556
- d. Seamus Armanino Lund Project Manager
  - i. 11 Years Experience
  - ii. Cal Poly San Luis Obispo BS Civil Engineering 2009
  - iii. Fluent in English Yes
  - iv. References:
    - 1. Mark Miller
      - Associate Engineer City of Woodland 300 First St Woodland, CA 95695
      - (p) 530.661.5968

# Thomas Sani Land Development Manager – Sacramento DR Horton 3000 Lava Ridge Ct, Suite 130 Roseville, CA 95661 (p) 916.755.5117

#### C. <u>Not Used</u>

- D. Surety Letter Attached
- E. Insurer Letter Attached
- F. Description of Human & Physical Resources
  - a. All material to be purchased from various suppliers & local aggregate plants.

SUCCESSFUL PROJECTS START WITH US.

- i. Submittal sheets to be provided after award
- b. Lund's Organization Chart Attached.
- c. Lund Equipment List attached.
- d. To be provided after award:
  - i. Lund's Code of Safe Practices
  - ii. Lund's Confined Space Program
  - iii. Lund's Drivers Vehicle Policy
  - iv. Lund's Drug & Alcohol Policy
  - v. Lund's HAZCOM Program
  - vi. Lund's Heat Illness Prevention Plan (HIPP)
  - vii. Lund's Injury & Illness Prevention Program (IIPP)
  - viii. Lund's Incident Response Protocol
  - ix. Lund's Asbestos Awareness Program
  - x. Lund's Benzene Awareness Program
  - xi. Lund's Lead Awareness Program
  - xii. Lund's Silicia Exposure Control Plan
  - xiii. Lund's Respiratory Protection Program
  - xiv. Lund's Protection from Wildfire Smoke
- G. License CSLB 342677 Class A w/Haz Certificate
  - a. See attached
- H. Litigation History Zero litigation history for the past three (3) years.

0

SUCCESSFUL PROJECTS START WITH US.



July 17, 2024

Olivehurst Public Utility District 1970 9<sup>th</sup> Avenue Olivehurst, CA 95961

RE: Historic Olivehurst Pipeline Replacement Project Pre-Qualification Letter - Lund Construction Co.

To Whom It May Concern:

This letter is written at the request of our client, Lund Construction Co. for the purpose of prequalification. We would favorably consider a single bond amount of \$30,000,000 with an aggregate work program of \$60,000,000. We continue to be confident in Lund Construction Co. and their ability to perform.

Western Surety Company is an admitted surety company in the State of California and authorized to issue surety bonds in all 50 states. Western Surety Company has an AM Best rating of "A" (Excellent) with a financial size category of XIV. Western Surety Company is an approved surety on Federal Bonds under title 31 of the U.S. Code per U.S. Treasury Circular 570.

We have reviewed the current and anticipated workload and determined there is adequate bonding capacity for the referenced project. Please note that the decision to issue performance and payment bonds is a matter between Lund Construction Co. and Western Surety Company and will be subject to standard underwriting at the time of the bond request. This will include but not be limited to the acceptability of the contract documents, bond forms, financing and any other requested underwriting criteria. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

We do, however, offer our unqualified recommendation of Lund Construction Co.

Should you have any questions or need additional information, please do not hesitate to contact me 775-336-1987.

Sincerel

Andrea Cantlon Bond Manager Western Surety Company P 775.996.6000

F 775.473.9288

● 300 East 2nd Street | Suite 1300 Reno, NV 89501

lpins.net



July 18, 2024

To Whom it May Concern:

RE: OPUD Historic Seel Main Replacement Phase 1 Bid Package

As requested by the above for bidding purposes, Lund Construction does and can meet all insurance carrier , coverage and limit requirements for this project.

If anything further is required please le us know.

Sincerely,

Karen Monfross

Karen Monfross, CRIS, CLCS License CA #0H07392 NV #710906 Account Executive

Karen.Monfross@lpins.net

L/P Insurance Services License CA #0H07392 NV #710906 11249 Gold Country Blvd., Suite 160, Gold River CA 95670 D 916-844-0393 | F 916-844-0394

> LP Insurance Services, Inc. 11249 Gold Country Blvd., Suite 160 Gold River, CA 95670 916-844-0393



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS SUBJECT AS A MATTER OF INFORMATION ONLY AND CONFERS ON RIGHTS UPON THE CERTIFICATE UNDER, THIS DEELET RISK     DURING SUBJECT AS A MATTER OF INSURANCE DOES NOT CONSTITUTE A CONTRACT ERTIFICATE UNDER, THIS DEELET RISK       EXERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A NOTRACT ERTIFICATE UNDER, THIS DEELET RISK     DURING SUBJECT AS A MATTER OF INSURANCE DOES NOT CONSTITUTE A CONTRACT ERTIFICATE UNDER, AUTHORIZO       MORE TAYE THE REPRESENTATION OF INFORMATION ON A SUBJECT RISK DEELET RISK     DURING SUBJECT RISK DEELET RISK D	THIS CERTIFICATE IS ISSUED AS A N	IATTER OF	F INFORMATION ONLY AND	CONFERS NO RIC	HTS UPON			//18/2024
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ACORD

#### AGENCY CUSTOMER ID: 00021137

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# ADDITIONAL REMARKS SCHEDULE

AGENCY NAMED INSURED L/P Insurance Services, LLC Lund Construction Co.; Lund Equipment LP POLICY NUMBER CARRIER NAIC CODE EFFECTIVE DATE: ADDITIONAL REMARKS THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes Continued from Description of Operations Section: Continued from Description of Operations Section. NAMED INSURED: Lund Construction Co.; Lund Equipment LP. When Named Insureds operations are performed for Certificate Holder and/or entities listed in Description of Operations on the Acord 25 form pursuant to a When Named Insureds operations are performed for Certificate Holder and/or entities listed in Description of Operations on the Acord 26 form pursuant to a valid written contract or agreement executed by Named Insured prior to loss, in accordance with the noted policy(ies): Additional Insured Status is determined by attached GL Form #CG2010(04/13) & #CG2037(04/13), Auto Form #CA2048(10/13), Pollution Form #SL003(01/09); Waiver of Subrogation Status is determined by GL Form #CG2404(05/09), Auto Form #CA0444(10/13), Workers Compensation Form #U-WC-3071-A CA (02/18) & #WC000313(04/84), Form #XS233(10/08); Primary and Non-Contributory Status is determined by Form GL#OG107(04/11), Pollution Form #SL023(06/11).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

# COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

# Description and Location of Operation(s):

Any operations involved in a consolidated Wrap-up insurance program.

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

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved. This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

# COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

	Name Of Additional Insured Person(s) Or			
	Organization(s):	Location(s) Of Covered Operations		
	re Required By Written Contract	Where Required By Writton Contract		
Infor	mation required to complete this Schedule, if not shown	above, will be shown in the Declarations		

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf\_of\_the\_additional\_insured\_is\_the\_ amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

# COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

i			
	Name Of Additional Insured Person(s) Or	Locofiem Aud During and and	
- 1	Organization(s):	Location And Description Of Completed	
		Operations	
- 1	Where Required By Written Contract		
		Where Required By Written Contract	
1	Information required to complete this Schedule, if not shown		
	and the shown	above, will be shown in the Declarations	
		= o diditionito.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Dallas, TX 1-866-519-2522

# Amendment of Limits of Insurance (Per Project or Per Location Aggregate Limit) Policy: #1000090177241 Effective: 03/01/2024

This endorsement modifies insurance provided under the following:

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General 1. Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only one of the

1.

[X] Per Project General Aggregate Limit

\$ 5,000,000

- [ ] Per Location General Aggregate Limit
- [ ] Per Project and Per Location General Aggregate Limit

2.

[ ] Overall Policy Aggregate Limit

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

- SECTION III LIMITS OF INSURANCE, is amended to include the following: 11.
  - The Limits of Insurance and the rules below fix the most we will pay regardless of the number of: 1
    - a. insureds:
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  - The General Aggregate Limit is the most we will pay for the sum of: 2.
    - a. Medical expenses under Coverage C;
    - Damages under Coverage A, except damages because of "bodily injury" or "property b. damage" included in the products-completed operations hazard"; and
    - Damages under Coverage B. C.
  - Persons or organizations making claims or bringing "suits". 3.
  - The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for 4. damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

- 5. Subject to 2 above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- 6. Subject to 2 or 3 above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - Médical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 7. Subject to 5 above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission by the owner.
- 8. Subject to **5** above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
- 9. Subject to **2**, **4**, **5**, **6**, and/or **7** above, the Per Project Aggregate Limit is the most we will pay under Coverages **A**, **B**, and **C** combined for the sum of:
  - a. Damages under Coverage A;
  - b. Damages under Coverage B; and
  - c. Medical expenses under Coverage C

arising out of the any single Location described above.

- 10. Subject to 2, 4, 5, 6, and/or 7 above, the Per Location Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
  - d. Damages under Coverage A;
  - e. Damages under Coverage B; and
  - f. Medical expenses under Coverage C

arising out of the any single Location described above.

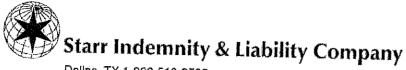
11. The Overall Policy Aggregate is the most we will pay in any policy period regardless of number of projects or locations.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

	Limits of Insurance
General Aggregate Limit	\$ 4,000,000
Each Occurrence Limit	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 4,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
Damage to Premises Rented to You	\$ 300,000
Medical Expense Limit	\$ 10,000
Overall Policy Aggregate Limit Capped At	\$ 5,000,000

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SECTION V - DEFINITIONS: is amended to include the following: IV,

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

All other terms and conditions of this Policy remain unchanged.

# Signed for STARR INDEMNITY & LIABILITY COMPANY

Stere Blakey, President

Nehemial E. Ginsburg, General Counsel

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Page 3 of 3

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# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

# COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

# Name Of Person Or Organization:

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

information required to complete this Schedule, if not shown above, will be shown in the Declarations.

# The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

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



Dallas, TX 1-866-519-2522

# **Primary and Non-Contributory Condition**

# Policy #1000090177241

This endorsement modifies insurance provided under the:

# Commercial General Liability Coverage Part

- A. SECTION IV CONDITIONS, condition 4. Other Insurance is amended as follows:
  - 1. The following is added to paragraph 4.a. of the Other Insurance condition:

This insurance is primary insurance as respects our coverage to the additional insured, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured is a Named Insured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Mehemiah E. Ginsburg, General Counsel

OG 107 (04/11)

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# Policy# BAP110081307

COMMERCIAL AUTO CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage Form. This endorsement does not alter coverage This endorsement changes the policy effective on the coverage form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: LUND CONSTRUCTION CO.

## Endorsement Effective Date:

#### SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

;

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: LUND CONSTRUCTION CO.

Endorsement Effective Date:03/01/2024

# SCHEDULE Name(s) Of Person(s) Or Organization(s):

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



# **Coverage Extension Endorsement**

Policy No. BAP 1100813-07	Eff. Date of Pol. 03/01/2024	Exp. Date of Pol. 03/01/2025	Eff. Date of End.	Producer No. 67639000	Add'l. Prem	Return Prem.	
			J				t.

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

This endorsement modifies insurance provided under the:

Business Auto Coverage Form Motor Carrier Coverage Form

## A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**: The following are also "insured."

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- **b.** Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.
- 2. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

# B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the Coverage Extensions Provision in Section II – Covered Autos Liability Coverage are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## C. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply.

# D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

 The following is added to Paragraph 2. in the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

## E. Lease or Loan Gap Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

## Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the Physical Damage Coverage Section of the Coverage Form; and
- b. Any:
  - (1) Overdue lease or loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous leases or loans.

#### F. Towing and Labor

Paragraph A.2. of the Physical Damage Coverage Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

# G. Extended Glass Coverage

The following is added to Paragraph A.3.a. of the Physical Damage Coverage Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

# H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The Coverage Extension for Loss Of Use Expenses in the Physical Damage Coverage Section is replaced by the following:

## Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

# I. Personal Effects Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

## **Personal Effects Coverage**

- a. We will pay up to \$750 for "loss" to personal effects which are:
  - (1) Personal property owned by an "insured"; and
  - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
  - (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
  - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

# J. Tapes, Records and Discs Coverage

- The Exclusion in Paragraph B.4.a. of Section III Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

## K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

## L. Two or More Deductibles

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

- 1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
- 2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

# M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

# N. Temporary Substitute Autos – Physical Damage

# 1. The following is added to Section I – Covered Autos:

# Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

- 1. Breakdown;
- 2. Repair;
- 3. Servicing;
- 4. "Loss"; or
- 5. Destruction.
- 2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

# Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

# O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit":
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

# P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

# Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

# R. Unintentional Failure to Disclose Hazards

The following is added to the Concealment, Misrepresentation Or Fraud Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

## S. Hired Auto – World Wide Coverage

Paragraph 7a.(5) of the Policy Period, Coverage Territory Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

## T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY U-WC-3071-A CA (02/18)

ENDORSEMENT AGREEMENT LIMITING AND RESTRICTING THIS INSURANCE WRAP-UP INSURANCE PROGRAMS EXCLUSION

The insurance under this policy is limited as follows: It is AGREED that, anything in this policy to the contrary notwithstanding, this policy DOES NOT INSURE:

THIS POLICY DOES NOT INSURE WORK IN CONNECTION WITH ANY "WRAP UP INSURANCE PROGRAM".

Any liability you may have for injury to any employee(s) engaged in work in connection with any "wrap-up insurance program" under which you participate.

X Check box if policyholder has affirmed in writing that other coverage is secured or the entity is lawfully uninsured.

Check box if liability is lawfully uninsured.

As used in this endorsement, a "wrap up insurance program" means a consolidated insurance program under which one party procures insurance on behalf of parties performing work on a construction project or on a specific site.

This policy may be deemed unlimited to the extent that any of the following requirements are not met: (1) the employer affirms in writing to the insurer that coverage for the excluded liability is secured and (2) the employer actually obtains coverage for the excluded liability.

Nothing in this endorsement shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements, or limitations of this endorsement.

It is further agreed that "remuneration" when used as a premium basis for such insurance as is afforded by this policy shall not include the remuneration of any person excluded from coverage in accordance with the foregoing.

FAILURE TO SECURE THE PAYMENT OF FULL COMPENSATION BENEFITS FOR ALL EMPLOYEES AS REQUIRED BY LABOR CODE SECTION 3700 IS A VIOLATION OF LAW AND MAY SUBJECT THE EMPLOYER TO THE IMPOSITION OF A WORK STOP ORDER, LARGE FINES AND OTHER SUBSTANTIAL PENALTIES (Labor Code Section 3710.1, et seq.).

Policy#: WC581797410 Effective: 03/01/2024

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

Endorsement No. Premium \$ INCL.

Insurance Company ZURICH AMERICAN INSURANCE

Countersigned By

U-WC-3071-A CA (02/18)

Page 1 of 1

## U. Expected Or Intended Injury

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The Expected Or Intended Injury Exclusion in Paragraph B. Exclusions under Section II – Covered Auto Liability Coverage is replaced by the following:

#### Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

# V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of Section III – Physical Damage Coverage is replaced by the following:

## 4. Coverage Extensions

## a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its

# W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. Coverage of the Physical Damage Coverage Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

## X. Return of Stolen Automobile

The following is added to the Coverage Extension Provision of the Physical Damage Coverage Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Policy # WC581797410

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# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

#### Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION



# Primary and Non-contributory, Additional Insured and Waiver of Subrogation

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

> Commercial General Liability Coverage Form Owners and Contractors Protective Liability Coverage Form Products/Completed Operations Liability Coverage Form Contractors Pollution Liability Coverage Form Professional Liability Coverage Form Site Pollution Liability Coverage Form

#### SCHEDULE

Where Required By Written Contract

- A. SECTION II WHO IS AN INSURED is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or
- B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
  - 1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
  - 2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional
  - 3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY

Whennah E. Ginslow

Nehemiah E. Ginsburg, General/Counsel

SL 023 (06/11)

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#### 3. Supplementary Payments

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. all reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$250 a day because of time off of work.
- c. All costs taxed against the insured in the "suit".
- d. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an effort to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will reduce the limits of insurance shown in the Declarations.

#### SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insured, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- 2. Each of the following is also an insured:
  - a. Your "employees" including past and present, other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of "your work".
  - b. Any person (other than your "employee"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - **d.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

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- e. The client for whom the named insured performs "your work" or delivers "you to a "pollution incident" arising out of "your work" performed, or "your product" delivered.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which your maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- a. Coverage does not apply to "claims" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

# SECTION III - LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds
  - b. "Claims" made or "suits" brought; or
  - c. Persons of organizations making "claims" or bringing "suits"
- 2. The General Aggregate Limit is the most we will pay for the sum of damages because of "bodily injury" or "property damage" including supplementary payments.
- 3. The Each Occurrence Limit is the most we will pay for the sum of damages including supplementary payments because of all "bodily injury" or "property damage" arising out of any one "pollution incident".
- 4. The Limits of Insurance of this Coverage Form apply to the policy period as shown in the Declarations.

# **SECTION IV - CONDITIONS**

### 1. Bankruptcy

Bankruptcy or insolvency of you or of your estate will not relieve us of our obligations under this Coverage Part.

- 2. Duties in the event of a "Claim" or "Suit":
  - a. You must see to it that we are notified as soon as practicable of a "claim" or "suit". To the extent possible, notice shall contain:
    - (1) How, when and where the "claim" or "suit" took place; and
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage arising out of the "claim" or "suit".
  - b. If a "claim" is made or "suit" is brought against you, you must:
    - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and

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Dallas, TX 1-866-519-2522

# Waiver of Transfer of Rights of Recovery Against Others to Us

# SCHEDULE

# Name Of Person Or Organization:

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

# SECTION IV. CONDITIONS, condition K. Transfer of Rights of Recovery Against Others to Us is amended to include the following:

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

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

1 dere

Steve Blakey, President

Mehennial E. Himly

Nehemiah E. Ginsburg, General/Counsel

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Dallas, TX 1-866-519-2522

# Excess Liability Policy Schedule of Underlying Insurance

Policy Number:	1000095108241	Effective Date:	03/01/2024 at 12:01 A.M.
Named Insured:	Lund Construction Co.	Issuing Company:	Starr Indemnity & Liability Company
			· · · ·

The Declarations, Schedule(s), and all terms and conditions complete this insurance Policy.

Policy Period: 03/01/2024 - 03/01/2025       \$1,000,000       Disease - Policy Limit         Coverage: Employee Benefits Liability       \$1,000,000       Each Occurrence Limit         Carrier: Starr Indemnity & Liability Co       \$1,000,000       Each Occurrence Limit		Type of Policy or Coverage and Insurer, Policy Number and Policy Period		Limits of Insurance
Carrier: Starr Indemnity & Liability CoDelicy Contract LimitPolicy No.: 1000090177241\$4,000,000Other Aggregate LimitPolicy Period: 03/01/2024 - 03/01/2025\$4,000,000Products-Completed OperatiCoverage: Automobile Liability\$5,000,000Per Project AggregateCoverage: Automobile Liability\$1,000,000Combined Single LimitCoverage: Automobile Liability\$1,000,000Combined Single LimitCoverage: Employers Liability\$1,000,000Each AccidentCoverage: Employers Liability\$1,000,000Each AccidentCoverage: Employers Liability\$1,000,000Disease - Each Employee LirPolicy Period: 03/01/2024 - 03/01/2025\$1,000,000Each AccidentCoverage: Employee Benefits Liability\$1,000,000Each AccidentPolicy Period: 03/01/2024 - 03/01/2025\$1,000,000Each AccidentCoverage: Employee Benefits Liability\$1,000,000Each AccidentPolicy Period: 03/01/2024 - 03/01/2025\$1,000,000Each AccidentCoverage: Employee Benefits Liability\$1,000,000Each AccidentPolicy Period: 03/01/2024 - 03/01/2025\$1,000,000Each AccidentCoverage: Employee Benefits Liability\$1,000,000Each AccidentPolicy Period: Starr Indemnity & Liability\$1,000,000Each AccidentPolicy Period: Starr Indemnity & Liability\$1,000,000Each Accident	Α,	First Underlying Insurance Policy(ies)		
Carrier: Zurich American Insurance Co. Policy No.: BAP1100813-07 Policy Period: 03/01/2024 - 03/01/2025 Coverage: Employers Liability Carrier: Zurich American Insurance Co. Policy No.: WC5817974-10 Policy Period: 03/01/2024 - 03/01/2025 Coverage: Employee Benefits Liability Carrier: Starr Indemnity & Liability Co		Carrier: Starr Indemnity & Liability Co Policy No.: 1000090177241	\$4,000,000 \$4,000,000	Other Aggregate Limit Products-Completed Operations Aggregate Limit
Carrier: Zurich American Insurance Co.       \$1,000,000       Each Accident         Policy No.: WC5817974-10       \$1,000,000       Disease - Each Employee Lir         Policy Period: 03/01/2024 - 03/01/2025       \$1,000,000       Disease - Policy Limit         Coverage: Employee Benefits Liability       \$1,000,000       Each Occurrence Limit         Carrier: Starr Indemnity & Liability Co       \$1,000,000       Each Occurrence Limit		Carrier: Zurich American Insurance Co. Policy No.: BAP1100813-07	\$1,000,000	Combined Single Limit
Carrier: Starr Indemnity & Liability Co		Carrier: Zurich American Insurance Co. Policy No.: WC5817974-10	\$1,000,000	Disease - Each Employee Limit
Policy Period: 03/01/2024 - 03/01/2025		Carrier: Starr Indemnity & Liability Co Policy No.: 1000090177241	\$1,000,000 \$1,000,000	Each Occurrence Limit Aggregate Limit
	В.	Additional Underlying Insurance Policy(ies)		

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# Starr Indemnity & Liability Company

Dallas, Texas

Administrative Office: 399 Park Avenue, 8th Floor, New York, NY 10022

# **Excess Liability Policy**

Named Insured:	Lund Construction Co.
Policy Number:	1000095108241

Effective Date: 03/01/2024 at 12:01 A.M

This Policy is a legal contract between the Named Insured and Starr Indemnity & Liability Company (herein referenced as "the Company"). The Company agrees to provide insurance to the Named Insured, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in this Policy.

This Policy and the coverage provided by it become effective at 12:01 A.M. at the address of the Named Insured on the Policy Effective Date shown above. It continues in effect in accordance with the provisions set forth in this Policy.

This Policy is governed by the laws of the state where it was delivered.

Signed for the Company as of the Effective Date above:

Steve Blakey, President

Mehemmah & Alineburg Nehemiah E. Ginsburg, General/Counsel

Title	Page
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SECTION II. LIMITS OF INSURANCE	[3]
SECTION III. DEFINITIONS	[4]
SECTION IV. CONDITIONS	[5]
SECTION V. EXCLUSIONS	. [8]

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# EXCESS LIABILITY POLICY FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words you and your refer to the Named Insured as shown in ITEM 1. of the Declarations. The words we, us and our refer to the Company shown in the Declaration providing this

The word Insured means the Named Insured and any person or organization qualifying as an Insured in the First Underlying Insurance Policy(ies), but only to the extent to which such person(s) or organization(s) qualify as an Insured in the First Underlying Insurance Policy(ies) at the inception date of this Policy. Newly acquired or formed organizations must comply with SECTION IV. CONDITIONS, D. Changes in order to qualify for coverage.

Words and phrases that appear in quotation marks have special meaning. Refer to SECTION III. DEFINITIONS, or to the specific section, of this Policy where such words appear.

# **SECTION I. COVERAGE**

- We will pay on behalf of the Insured, the "Ultimate Net Loss" in excess of the "Underlying Α. Insurance" as shown in ITEM 5. of the Declarations, that the Insured becomes legally obligated to pay for loss or damage to which this insurance applies and that takes place in the Coverage Territory. Except for the terms, definitions, conditions and exclusions of this Policy, the coverage provided by this Policy shall follow the terms, definitions, conditions and exclusions of the applicable First Underlying Insurance Policy(ies) shown in ITEM 5.A. of the Declarations.
- Regardless of any other warranties, terms, conditions, exclusions or limitations of this Policy, if any Β. applicable Underlying Insurance Policy(ies) does not cover "Ultimate Net Loss" for reasons other than exhaustion of its limit of liability by payment of claims or suits, then this Policy will not cover such "Ultimate Net Loss".
- The amount we will pay for the "Ultimate Net Loss" is limited as described in SECTION II. LIMITS C. OF INSURANCE.

# SECTION II. LIMITS OF INSURANCE

- The Limits of Insurance shown in the Declarations and the rules below describe the most we will Α. pay regardless of the number of:
  - 1. Insureds:
  - 2. Claims made or suits brought; or
  - 3. Persons or organizations making claims or bringing suits.
- The Limits of Insurance of this Policy will apply as follows: Β.
  - 1. This Policy applies only in excess of the "Underlying Insurance" scheduled in ITEM 5. of the Declarations.
  - 2. If our Limits of Insurance stated in ITEM 4. of the Declarations are less than the total Limits of Insurance stated in ITEM 4. of the Declarations, then our Limits of Insurance shall be that proportion of the "Ultimate Net Loss" to which our Limits of Insurance apply to the total Limits of Insurance stated in ITEM 4. of the Declarations and apply only in excess of the total Limits of "Underlying Insurance" scheduled in ITEM 5. of the Declarations.

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- 3. Subject to Paragraph B.2. above, the Each Occurrence limit stated in ITEM 4.A. of the Declarations is the most we will pay for the "Ultimate Net Loss" for loss or damages arising out of any one occurrence to which this insurance applies.
- 4. Subject to Paragraphs **B.2.** and **B.3.** above, the limit stated in **Item 4.C.** of the Declarations for the Products-Completed Operations Aggregate is the most we will pay for all "Ultimate Net Loss" under the products-completed operations hazard.
- 5. Subject to Paragraphs B.2. and B.3. above, the Other Aggregate Limit stated in Item 4.B. of the Declarations is the most we will pay for all "Ultimate Net Loss" except "Ultimate Net Loss" covered under the products-completed operations hazard, that is subject to an aggregate limit provided by the First Underlying Insurance Policy(ies). The Other Aggregate Limit stated in ITEM 4.B. applies separately and in the same manner as the aggregate limits provided by the First Underlying.
- 6. Subject to Paragraphs B.2., B.3., B.4. and B.5. above, if the total applicable Limits of Insurance of "Underlying Insurance" scheduled in ITEM 5. of the Declarations are:
  - **a.** Exhausted by payment of "Ultimate Net Loss" arising solely out of a claim first made, or occurrence(s) which first took place, during the Policy Period shown in the Declarations and would be covered under the provisions of this Policy, this insurance applies in excess of such exhausted limit(s); or
  - **b.** Reduced or exhausted by payment of "Ultimate Net Loss" arising out of a claim which was not first made during the Policy Period shown in the Declarations, or occurrence(s) which took place before or after the Policy Period shown in the Declarations or would not be covered under the provisions of this Policy, this insurance applies as if such payments had not been made.
- 7. The Limits of Insurance shown in **ITEM 4**. of the Declarations apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the preceding period for purposes of determining the Limits of Insurance.

## SECTION III. DEFINITIONS

A. "Ultimate Net Loss"

"Ultimate Net Loss" means the total sum, after reduction for all recoveries including other valid and collectible insurance, excepting only the "Underlying Insurance" scheduled under **ITEM 5.** of the Declarations, actually paid or payable due to a claim or suit for which you or an Insured are liable either by a settlement to which we agreed or a final judgment.

The term "Ultimate Net Loss" shall also include defense costs when such defense costs are included within the limits of insurance of any applicable "Underlying Insurance".

B. "Underlying Insurance"

"Underlying Insurance" means the Policy(ies) and/or self-insured retention identified in **ITEM 5.** of the Declarations. "Underlying Insurance" shall include:

1. The First Underlying Insurance Policy(ies) scheduled in ITEM 5.A. of the Declarations;

- 2. Any Additional Underlying Insurance Policy(ies) scheduled in ITEM 5.B. of the Declarations; and
- 3. Any renewal or replacement of such Policy(ies).

#### SECTION IV. CONDITIONS

#### A. Appeals

If the Insured or underlying insurer elects not to appeal a judgment or award in excess of the limits of the "Underlying Insurance," we may do so at our expense. We will not be liable for any judgment or award that exceeds the Limits of Insurance stated in **ITEM 4**. of the Declarations.

# B. Bankruptcy or Insolvency

Your or an Insured's bankruptcy, insolvency or inability to pay will not relieve us from our obligations under this Policy.

In the event of bankruptcy, insolvency or refusal or inability to pay, of any underlying insurer or insurer providing other insurance, the insurance afforded by this Policy will not drop down or replace such "Underlying Insurance" or other insurance, but will apply as if all limits of any "Underlying Insurance" or other insurance are fully available and collectible.

## C. Cancellation

- 1. You may cancel this Policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
- 2. We may cancel this Policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than thirty (30) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in **ITEM 1**. of the Declarations will be sufficient to prove notice.
- 3. The Policy Period will end on the day and hour stated in the cancellation notice.
- 4. If we cancel, earned premium will be calculated pro rata based on the time this Policy was in force.
- 5. If you cancel, earned premium will be more than a pro rata of the Advanced Premium as shown on **ITEM 6.** of the Declarations; it will be based on the time this Policy was in force and increased by the applicable short rate cancellation table and procedure.
- 6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, shall be sufficient tender of any refund due you.
- 7. The first Named Insured in **ITEM 1.** of the Declarations shall act on behalf of all other Insured(s) with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this Policy.
- 8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this Policy is changed by this statement to comply with that law.

# D. Changes

You must promptly notify us of any newly acquired or formed organizations, or coverage or limit changes made after the inception date of this Policy to the First Underlying Insurance Policy(ies) as scheduled in **ITEM 5.A.** of the Declarations.

Coverage under this Policy will apply to newly acquired or formed organizations only if we endorse the organization as an Insured onto this Policy. Any newly acquired or formed organizations endorsed onto this Policy may be subject to an additional premium and to a premium audit.

# E. Coverage Territory

Any claim or suit for loss or damage occurring within the Coverage Territory must be brought within the United States of America.

Coverage Territory shall be deemed to be anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

Payments under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

#### F. Defense

We have no duty to defend any claim or suit and will not be obligated to assume charge of the investigation, settlement or defense of any claim, suit or proceeding instituted against you or any Insured for loss or damages to which this insurance may apply. We will have the right and opportunity to participate or associate in the investigation, settlement or defense of any claim, suit or proceeding against you or an Insured for loss or damage to which this insurance may apply. If we exercise such right, which is at our sole discretion, we will do so at our own expense.

### G. Maintenance of "Underlying Insurance"

You agree to maintain all "Underlying Insurance" in full force and effect during our Policy Period stated in **ITEM 2.** of the Declarations, except for the reduction of the aggregate limits of the "Underlying Insurance" due to payment of claim(s) or suit(s) for loss or damage to which this insurance may apply. If you fail to comply with this condition precedent, then the insurance provided by this Policy shall only apply as though such "Underlying Insurance" had been in full force and effect by you.

#### H. Notification of Accidents or Occurrences

1. You or an Insured must see to it that we are notified as soon as practicable of an accident, occurrence or wrongful act which is reasonably likely to result in a claim or suit to which this insurance may apply.

To the extent possible, notice will include:

- a. How, when and where the accident, occurrence or wrongful act took place;
- b. The names and addresses of any injured persons and witnesses;
- c. The nature and location of any loss, injury or damage arising out of the accident, occurrence or wrongful act.

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- 2. If a claim is made or a suit is brought against an Insured that is reasonably likely to involve this Policy, you or an Insured must notify us in writing as soon as practicable.
- 3. You and an Insured must:
  - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
  - **b.** Authorize us to obtain records and other information;
  - c. Cooperate with us in the investigation, settlement or defense of the claim or suit; and
  - **d.** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of loss or damage to which this insurance may also apply.
- 4. No Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

## i. Other Insurance

If other insurance applies to "Ultimate Net Loss" that is also covered by this Policy, this Policy will apply excess of, and will not contribute to, the other insurance. Nothing herein will be construed to make this Policy subject to the terms, conditions and limitations of such other insurance. However, other insurance does not include:

- 1. "Underlying Insurance";
- 2. Insurance that is specifically written as excess over this Policy; or
- **3**. Insurance held by a person(s) or organization(s) qualifying as an additional insured in "Underlying Insurance", but only when the written contract or agreement between you and the additional insured requires a specific limit of insurance that is in excess of the Underlying Limits of Insurance. However, the Limits of Insurance afforded the additional insured in this paragraph shall be the lesser of the following:
  - **a.** The minimum limits of insurance required in the contract or agreement between you and the additional insured; or
  - **b.** The Limits of Insurance shown in the Declarations of this Policy.

Other insurance includes any type of self-insurance or other mechanism by which an Insured arranges for the funding of legal liabilities.

#### J. Premium

The first Named Insured shown in **ITEM 1.** of the Declarations shall be responsible for payment of all premiums when due.

The Advanced Premium shown in **ITEM 6.** of the Declarations is a flat premium for this Policy Period, unless Estimated Exposure, Rate Per and Audit Period are completed on the Declarations. In that case a Premium Audit Endorsement will be attached to the Policy.

Earned Premium in a Policy Period shall be subject to the Minimum Premium and the Minimum Earned Premium as stated in the Declarations, if applicable.

# K. Transfer of Rights of Recovery Against Others to Us

If the Insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring suit or transfer those rights to us and help us enforce them. Reimbursement of recovery(ies), minus expenses incurred by us in the process of recovery, will be first made to any interest (including the Insured) who has paid any amounts in excess of the limits of this Policy; then next to us; and then finally to all other interests (including the Insured and the underlying insurer) with respect to the remaining amounts, if any.

# L. Unintentional Errors or Omissions

Your failure to disclose all hazards existing as of the inception date of this Policy shall not prejudice you with respect to the coverage afforded by this Policy provided such failure or any omission is not intentional.

# M. When "Ultimate Net Loss" is Payable

Coverage under this Policy will not apply unless and until the Insured or the Insured's "Underlying Insurance" has paid or is obligated to pay the full amount of the limits of the "Underlying Insurance" scheduled in **ITEM 5**. of the Declarations. If other insurance applies, coverage under this Policy will not apply until the other insurance has paid or is obligated to pay the full amount of its limit of insurance.

When the "Ultimate Net Loss" is determined, we will pay on behalf of the Insured the amount of "Ultimate Net Loss" to which this insurance applies.

## SECTION V. EXCLUSIONS

This insurance shall not apply to:

#### A. Asbestos

- 1. "Ultimate Net Loss" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;
- 2. Any obligation of the Insured to indemnify any party because of damages arising out of such "Ultimate Net Loss" as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
- 3. Any obligation to defend any suit or claim against the Insured seeking damages, if such suit or claim arises from "Ultimate Net Loss" as a result of the manufacture of, mining of, use of, sales of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

# B. Auto Coverages

Pa Copyright © C. V. Starr & Company and Starr Indemnity & Liability Company. All rights reserved. Includes copyrighted material of ISO Properties, Inc., used with its permission. "Ultimate Net Loss" arising out of or resulting from any first party physical damage coverage; nofault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

#### C. Nuclear

"Ultimate Net Loss":

- a. With respect to which the Insured is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability-Property Insurance Assoc., Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - b. Resulting from the "hazardous properties" of "Nuclear Material" and with respect to which (1) any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this Policy not been available would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
- 2. "Ultimate Net Loss"" resulting from the hazardous properties of "Nuclear Material", if:
  - a. The "Nuclear Material" (1) is at any "nuclear facility" owned by the Insured or operated by the Insured or on the Insured's behalf, or (2) has been discharged or dispensed therefrom;
  - **b.** The "Nuclear Material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by the Insured or on the Insured's behalf; or
  - c. The "Ultimate Net Loss" arises out of the furnishing by the Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "Nuclear Facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to property damage to such "Nuclear Facility" and any property thereat.
- 3. As used in this exclusion:
  - a. "Hazardous Properties" includes radioactive, toxic or explosive properties;
  - **b.** "Nuclear Material" means "Source Material", "Special Nuclear Material" or "By-Product Material;"
  - **c.** "Source Material", "Special Nuclear Material" and "By-product Material" have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof;
  - **d.** "Spent Fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
  - e. "Waste" means any waste material (1) containing "By-Product Material" and (2) resulting from the operation by any person or organization of a "Nuclear Facility" included within the definition of "Nuclear Facility" below;
  - f. "Nuclear Facility" means:
    - (1) Any nuclear reactor;

#### XS - 100 (10/08)

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- (2) Any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing "Spent Fuel", or (iii) handling, processing or packaging wastes;
- (3) Any equipment or device used for the processing, fabricating, or alloying of "Special Nuclear Material" if at any time the total amount of such material in the Insured's custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (4) Any structure, basin, excavation, premises or place prepared or used for storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- **g.** "Nuclear Reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- h. "Ultimate Net Loss" includes all forms of radioactive contamination of property.

## D. Pollution

- 1. "Ultimate Net Loss" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- 2. Loss, cost or expense arising out of any:
  - a. Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
  - **b.** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

This exclusion does not apply if valid "Underlying Insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of the applicable limits of the Underlying Insurance. Coverage provided under this Policy will follow the terms, definitions, conditions, exclusions and limitations of the First Underlying Insurance Policy(ies).

# E. Workers Compensation and Similar Laws

"Ultimate Net Loss" for any obligation of the Insured under any worker's compensation, disability benefits or unemployment compensation law or any similar law.



EXCESS LIABILITY XS-233 (0221)

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

# Waiver of Subrogation Endorsement

Policy Number: 1000095108241 Lund

Effective Date: 03/01/2024 at 12:01 A.M.

Named Insured: Construction Co.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the declarations page. Please read the endorsement and respective policy(ies) carefully.

EXCESS LIABILITY POLICY

It is hereby agreed that SECTION IV. CONDITIONS, K. Transfer of Rights of Recovery Against Others to Us is amended to include the following:

## SCHEDULE

# Name Of Person(s) Or Organization(s):

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Policy. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.

XS-233 (0221)

Category: 01.01 Skiploaders 01.0626 01.0691 Category: 01.02 580 Backhoes 01.0622 01.0627 01.0659 01.0665 01.0749 01.0750 01.0762 Category: 01.03 590 Backhoes 01.0671 01.0675 01.0680 01.0699 01.0706 01.0792 Category: 02.02 Drum Rollers (563) 02.0553 02.0587 02.0605 02.0697 02.0795 Category: 02.03 815 Compactors 02.0316 02.0358 02.0376 02.0469 Category: 02.05 Misc Rollers 02.0618 02.0632 02.0825 Category: 04.01 Dozer (D4 or 650) 04.0804 Category: 04.03 Dozer (D8) 04.0713 Category: 04.04 Dozer (D10) 04.0709 Category: 05.01 Excavators (25 Ton/318/323) 05.0718 05.0727 05.0760 05.0779 Category: 05.02 Excavators (36 Ton/336) 05.0598 05.0624 05.0663 05.0700 05.0705 05.0723 05.0796

CAT 414E IL Skip Loader CAT 415F 2IL Skip Loader Case 580 Backhoe Case 580 Backhoe Case 580SN Backhoe Case 580SN Backhoe Case 580SN Backhoes Case 580SN Backhoe Case 590SN T4B Case 590SN Backhoe Case 590SN 4X4 Backhoe Case 590SN 4x4 Backhoe Case 590SN Backhoe Case 590SN Backhoe Case 590SN Backhoe CAT CS-563D Smooth Drum Roller CAT CS-563E Smooth Drum Roller CAT CP-563E PAD Drum Roller CAT CB24B-MB Roller CB2.7 Roller CAT 815B Compactor CAT 815B Compactor CAT 815B Compactor CAT 815B Compactor CAT CB214 Compactor CAT CB22 37 Double Drum Roller Caterpillar CB2.5 Roller CAT D3 CAT D8T Dozer CAT D10T CAT 318F Excavator CAT 318FL Excavator 323 -07 Hydraulic Excavator 323 Excavator 330 DL CAT Excavator CAT 336 EL Excavator CAT 336 Excavator CAT 336F Excavator CAT 336FL Excavator CAT 336FL Hydraulic Excavator CAT 336 Excavator

Category: 05.03 Excavators (50 Ton/349) 05.0652 05.0687 05.0797 05.0806 Category: 05.04 Excavators (85 Ton/850) 05.0650 Category: 05.05 Excavators (18 Ton/TB2150) 05.0698 05.0729 05.0747 05.0759 05.0767 05.0778 05.0784 05.0802 Category: 05.06 Small Excavators (305/TB290) 05.0748 05.0775 05.0798 05.0808 Category: 06.01 Forklifts (586) 06.0534 06.0558 06.0628 06.0801 Category: 06.02 Forklifts (588) 06.0528 06.0589 Category: 07.02 Loaders (3-4 Yard) 07.0653 07.0678 07.0755 07.0771 07.0776 07.0788 Category: 07.03 Loaders (5 Yard) 07.0655 07.0677 07.0821 Category: 08 Motorgraders 08.0564 08.0595 08.0701 08.0787 Category: 09.01 Small Paddle Whl Scrapers (623 09.0800 Category: 09.02 Paddle Wheel Scrapers (623) 09.0549 09.0585 Category: 09.03 Push Scrapers 09.0591 09.0592 CAT 631E Scraper

CAT 349EL Excavator CAT 349FL Excavator CAT 349 Excavator CAT 349 Excavator HITACHI ZX850-3 Excavator Takeuchi Excavator Takeuchi TB2150 Excavator Takeuchi Excavator w/ 24" Bucket Takeuchi TB2150 Excavator w/ 24" Bucket TB2150 Takehuchi Excavator Takeuchi Excavator Takeuchi TB2150CL Excavator Takeuchi TB2150 305E2 Excavator Cat 305 Excavator Takeuchi 290 Excavator w/ 18", 24", 60" Buckets 305 Mini Excavator Case 586G Forklift Case 586G Forklift Case 586G Forklift Case586H Forklift Case 588G Forklift Case 588G Forklift CAT 928HZ Loader JD 624K Loader John Deere 624L Loader 624L Wheel Loader 624LHL Wheel Loader 624L Loader with forks CAT 966H Loader CAT 950K Loader 966 Loader 14H CAT Motor Grader 14H CAT Motor Grader CAT 14M3 Motor Grader 14M Motorgrader (2021) CAT 613C Scraper CAT 623F Scraper CAT 623G Scraper CAT 631E II Scraper

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Category: 11 Skid Steers	
11.0719	CAT 262D Skid Steer Load
11.0720	CAT 262D Skid Steer Load
11.0721	CAT 262D Skid Steer Load
11.0722	CAT 262D Skid Steer Load
11.0740	CAT 262D Skid Steer Load
11.0822	
Category: 12.01 Small Trailers	262D3 Skid Steer Loader
12.0379	Stow Cement Mixer
12.0475	
12.0586	Diamond Emulsion Spraye
12.0599	Wanco Lite Board
12.0620	Carson Pack Utility Trailer
12.0625	SPCNS Utility - Gas Pipe Tr
12.0667	Kiefer Reel Trailer 3500 G
12.0669	500 Gallon Water Wagon
12.0670	Diamond 200 Gallon Oil Po
12.0726	Standard Gas Pipe Dolly
12.0758	Diamond Oil Tackpot (Use
12.0807	2019 Wells Cargo Trailer
Category: 12.02 Mid-Size Trailers	500 Gallon Water Trailer
12.0607	<b>T H H H H H H</b>
12.0635	Trail King Tilt Trailer
12.0639	2012 Utility Trailer
12.0679	Trail King Trailer-TKT12U
12.0682	R & J Trailer 5 X 8 Utility
12.0686	Trailer - 8x21
12.0704	Trail King Tag Trailer
12.0757	Trail KIng TKT40L Trailer
12.0774	2019 Wells Cargo
12.0794	Trailer (pac west)
12.0809	Load Trail Trailer - 16x83 Til
Category: 12.03 Vactor Trailers	Big Tow B-25 LP Tag Trailer
12.0648	
12.0657	Vactron LP533SDT Trailer
12.0733	LP533 Super Vactron Trailer
Category: 13.01 Grinders	Vactron 500 Gallon Vac w/ F
13.0606	
13.0685	Bitelli SF60 Grinder
	Bitelli SF60 Grinder
Category: 13.03 Rock Saws 13.0609	
13.0617	Vermeer OCC 135 Rock Saw
	Vermeer OCC 135 Rock Saw
13.0634	Vermeer OCC 135 Rock Saw
13.0664	Vermeer OCC 145 Rock Saw
13.0764	OCC 135A Rocksaw
Category: 13.04 Zippers	
13.0773	Asphalt Zipper 360X-200H

2D Skid Steer Loader 2D Skid Steer Loader 2D Skid Steer Loader 2D Skid Steer Loader 2D Skid Steer Skid Steer Loader ement Mixer d Emulsion Sprayer Lite Board Pack Utility Trailer Utility - Gas Pipe Trailer leel Trailer 3500 GVWR lon Water Wagon d 200 Gallon Oil Pot d Gas Pipe Dolly d Oil Tackpot (Used) ells Cargo Trailer on Water Trailer g Tilt Trailer ity Trailer g Trailer-TKT12U ailer 5 X 8 Utility 8x21 g Tag Trailer g TKT40L Trailer lls Cargo ac west) il Trailer - 16x83 Tilt Deck B-25 LP Tag Trailer P533SDT Trailer per Vactron Trailer 500 Gallon Vac w/ Hyd Tilt o Grinder o Grinder OCC 135 Rock Saw OCC 135 Rock Saw OCC 135 Rock Saw

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	Cars, Light Trucks	
14.0660		F150
14.0724		Toyota Tacoma (2018)
14.0725		Toyota Tacoma (2018)
14.0731		Toyota Tacoma (2018)
14.0741		F150 Ford (2018)
14.0742		F150 Ford (2018)
14.0752		F150 Ford (2019)
14.0770		F150 Ford (2020)
14.0772		F150 Ford (2020)
14.0780		Ford F150 (2021)
14.0782		Ford F150 (2021)
14.0789		Ford F150 (2021)
14.0813		Ford Expedition
14.0814		Ford F150 (2023)
Category: 14.02	Trucks	
14.0641		F350
14.0658		F250
14.0662		F250
14.0672		F250
14.0703		F250 Ford (2017)
14.0710		F250 Ford (2017)
14.0712		F250 Ford (2017)
14.0716		F250 Ford (2017)
14.0746		F250 Ford (2018)
14.0751		F250 Ford (2019)
14.0756		F250 Ford (2019)
14.0766		F250 Ford (2020)
14.0768		F250 Ford (2020)
14.0783		Ford F250 (2021)
14.0791		Ford F250 (2021)
14.0811		Ford F250 (2022)
14.0816		Ford F250 (2023)
14.0817		Ford F250 (2023)
14.0819		Ford F550 (2023)
14.0820		Ford F150 (2023)
14.0824		Ford F150 (2024)
Category: 14.03	Crew Trucks	,
14.0594		F550
14.0629		F550 w/ Compressor
14.0630		F550 Flatbed
14.0633		F550 w/ Compressor
14.0640		F550 Crew truck
14.0642		F450
14.0646		F450
14.0647		F450 Flatbed
14.0661		F450
14.0681		F550
14.0728		F450 Ford (2017)
14.0739		F550 Ford (2018)
14.0763		F550 Crew Truck w/ Compressor (2020)
14.0769		F550 Ford (2019)
14.0777		F550 Ford
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14.0785 14.0812 14.0818 15.0744

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F550 Ford w/ Compressor (2020) Ford F550 (2022) Ford F550 (2023) F550

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Category: 14.04 Heavy Duty Trucks 14.0790 Category: 15.01 Mechanics Trucks 15.0717 Category: 15.02 Lube Trucks 15.0580 15.0673 15.0753 Category: 15.03 2000 Gallon Water Trucks 15.0715 15.0810 Category: 15.04 4000 Gallon Water Trucks 15.0823 Category: 15.05 Transport Trucks 15.0623 15.0696 15.0708 15.0754 Category: 15.06 Shop / Delivery Trucks 66.9000 Category: 32.01 Water Towers 32.0604 32.0711 32.0714 32.0745 32.0805 Category: 32.02 Fill Stands 32.0406 32.0409 32.0410 Category: 33.01 Jumping Jack Compactors 33.3054 33-3057 33.3059 33.4265 33.4278 33.4279 33.4280 33.4339 33.4340 33.5006 Rammer 33.5008 33.5009 33.5200 33.5201 33.4269 33.4270 33.4271 33.4304 33.4305 33.4306 33.4377 33.4378

Ford F550 (2022) Core Drill Truck Kenworth T370 Mechanics Truck (Chassis) Peterbilt Fuel/Lube Truck Kenworth T440 Lube Truck 2020 Fuel & Lube Truck Used Freightliner 2000Gal Water Truck Le-Ledwell & Sons Water Truck 2000 GAL Peterbuilt 348 Water Truck Peterbilt 337 Truck Kenworth T370 Flatbed Dump Custom Flatbed Dump & Tool boxes for 15.0696 Kenworth T370 (2020) Shop / Delivery Truck Mega Water Tower Klein 12,000 GAL Water Tower Kiein Water Tower KPT120 Klein Water Tower KPT-120 (12k Gallon) Klein Water Tower KPT120 Water Truck Fill Stand Small Water Stand Large Water Stand Vibroplate Wacker Vibroplate Wacker Viborplate Wacker Whacker Rammer (2) Whacker - Rammer Whacker - Rammer Vibra Plate Whacker Plate Compactor Wacker w/ Honda GX160 **Plate Compactor** Bomag Rammer Bomag Rammer Wacker Vibrating Multipquip Rammer Industrial Generator 500 Honda 5000W Generator Industrial Generator 650 Honda Generator 2000W Honda Generator 2000W Honda Generator 30002 Honda Generator EM5000

Honda Generator EB3000CK2A

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33.4379Honda Generator EB3000CK2A33.4380Honda Generator EB5000X33.4381Honda Generator EM500033.5004American Honda Generator33.5005American Honda Generator

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Category: 33.03	Misc Small Equipment	
33.0588		Kubota RTV
33.0656		Lay Mor Broom
33.0676		McElroy 28 Trac Star
33.0736		Fuel Management System w/ Prokee
33.0761		McElroy Fusion Machine (w/ insert sets & pipe stand)
33.0786		Dump RTV
33.4225		Compressor Motor L329
33.4300		Card Lock System (for Fuel Pumping)
33-4333		Powermig 350MP Welder
33.4338		Miller Trailblazer Battery Charge
33.4341		McElroy No.14 Pitbull Fusion Machine
33.4343		Electro Fusion Machine w/ Scanner
33.4359		Reversible Plate Wacker
33.5024		Cement Buggy (16cu. ft)
33.5027		Reversible Plate Compactor
33.5202		Hydraulic Press
33.5203		Fusion Machine (w/ insert sets & pipe stand) Trackstar
Category: 33.04	Buckets	
20.4219		78 Ditch Cleaning Bucket
20.4221		Trap V Bucket for L598
20.4252		Wain-Roy Ripper Bucket
20.4253		Weldco Beals 29 Bucket
20.4254		Balderson Bucket
20.4257		Entek Bucket
20.4259		3.5 YD Excavator Bucket
20.4262		Gannon 36 Bucket
20.4263		Gannon 48 Bucket w/ Bolt on ED
20.4266		32 Hitachi Bucket
20.4267		60 Entek Bucket
20.4272		ESCO 48 Bucket
20.4273		CWS Trapazoid 80X24 Bucket
20.4274		CAT 54 325 Bucket
20.4275		CAT 35 325 Bucket
20.4276		CWS Excavator Bucket
20.4277		CF 72 Ditch Bucket
20.4281		V Bucket
20.4282		Used Rock Bucket
20.4284		CAT 315 Bucket 42
20.4285		Wain Roy 315 Bucket
20.4287		2-Used Buckets
20.4288		Jones V Bucket L557
20.4291		Vee Excavator Bucket
20.4292		78 Bucket for 450 JD
20.4294		84 Excavator Bucket
20.4295		72 Excavator Bucket
20.4296		78 Wain Roy Bucket
20.4297		24 Excavator Bucket
20.4301		32 Bucket for L568
20.4302		30 Tooth Bucket
20.4303		48 Trenching Bucket w/ Edge
20.4307		36 WR Mini Excavator Bucket
20.4314		Rockland Severe SV 24 Bucket

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20.4319	24" Bucket for CAT 336 (ID# B134)
20.4320	24" Bucket for CAT 349 (1D# B133)
20.4321	24" Bucket for Takeuchi Excavator
20.4322	48" Bucket for Takeuchi Excavator
20.4326	36" Bucket for Takeuchi
20.4327	72" Ditch bucket (for 05.0698)
20.4328	30" Bucket (for 05.0698)
20.4329	Custom Bucket for L698
20.4332	60" Tooth Bucket (for 05.0698)
20.4334	20" Bucket TB1140 w/ DPins
20.4342	Custom 12" Bucket (for Backhoe)
20.4351	30" B Link Excavator Bucket B30
20.4352	72" B Link Excavator Bucket
20.4353	318 Trap Bucket for L729
20.4355	9" Bucket for 305 L748
20.4357	42" HD Bucket for Hitachi 850 (L650)
20.4360	36" B Link Excavator Bucket
20.4361	42" Bucket (L700, L705, L723)
20.5000	78 Wain Roy Bucket
20.5002	Badger Bucket
20.5003	
20.5007	CWS 90x24 Bucket
20.5010	Wain Roy Bucket
20.5011	CAT 66 Excavator Bucket
20.5012	24"-16" Trape Bucket (for L698)
20.5013	72" Bucket for Excavator
20.5014	36" Bucket for Excavator
20.5014	42" Pin-On Bucket for L698
20.5016	30" Pin-On Bucket for L729
20.5017	24" Bucket (for Tak.Exc TB2150)
	20" Bucket TB1140 (for Tak.Exc TB2150)
20.5018	48" Bucket for Tak.Exc TB2150
20.5019	36" Bucket for Tak.Exc TB2150
20.5021	42" HD Bucket (fits Hitachi 850)
20.5022	54" HDE Dig Bucket
20.5026	15' Trap Bucket (L698, L729, L747)
20.5028	18" Bucket
20.5029	Rockland 314 RIPPER (36")
20.5030	18" Bucket TB21 for 2150
20.5031	54" Skeleton Bucket
20.5032	84" Ditch Bucket
20.5033	60" Rock Bucket
20.5041	CAT 18" Bucket
20.5042	Cat 24" Bucket
20.5043	59" Grading Bucket
33.4362	54" Bucket TB-Link
33.4363	Vee Bucket for TAK 2150 (3/1:1)
33.4365	Vee Bucket for TAK 2150 (1:1)
33.4368	Bucket Top for Exc 323 & 318
33.4369	72" Bucket w/ pins for TB2150
33.4370	24" Bucket w/ pins for TB2150
33.4371	36" Bucket w/ pin for TB2150
33.4372	84" Bucket DB Model ED 70/80
33.4373	36" Bucket DB (Holt)

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33.4374	24" Bucket - B Link Excavator (318 / 323)
33-4375	36" B Link Excavator Hex Bkt
33.4382	Bucket-HD, DB 30
33.4384	Bucket HD Exc, TB 54
33.4385	Bucket-SD, TB 48
33.4386	Rockland Bucket TB-Link 42"
33.4387	HEX Bucket 42" DB Link Excavator
33.4388	Rockland Bucket DB-Link 36"
33.4389	Bucket-HD, TB 36
33.4392	18" SP 580/590 Bucket
33.4396	54" Bucket TB11 (for Tak 2150)
33.4397	78" Ditch Bucket (for Tak 2150)
33.4398	60" Digging Bucket (CAT 336)
33-4399	48" Digging Bucket (CAT 336)
33.4400	Trap Bucket for 335 Excavator
33.4401	24" Bucket for CAT 349 TB Link
33.4402	72" Digging Bucket for CAT 349 TB Link
33.4403	84" Digging Bucket for CAT 349 TB Link
33.4404	96" Ditch Cleaning Bucket/No Holes for CAT 349 TB Link
33.4405	24" Digging Bucket for CAT 336 DB Link
33.4406	24" Bucket TB2150
33.4407	30" Bucket TB1140
33.4408	60" Standard Duty Bucket for CAT 349 TB Link
33.4409	24" Digging Bucket for CAT 336 DB Link
33.4410	120" HOE Monted Grading Blade for CAT 349 TB Link
33.4412	66" Ditch Bucket
33.4414	
33.4415	36" Compaction Wheel CAT 336DB
33.4419	48" Compaction Wheel CAT 336DB
33.4421	HEX BKT 42" B Link Excacator
33.4422	24" Bucket (24" PIN-ON) (Cap 0.57)
33.4423	Custom Bucket for L727 & others
Category: 33.05 Discs	72" Bucket - DC
20.0478	
20.0567	Sweco Disc
	Sweco Disc
20.0596	Sweco 700 Stubble Disc
Category: 33.06 Broom Attachments	
20.4315	CAT Utility Broom for Skidsteer
20.4317	CAT Utility Broom for Skidsteer
20.4347	CAT Utility Broom for Skidsteer
20.4348	CAT Utility Broom for Skidsteer
33-4413	CAT Broom for Skidsteer
Category: 33.07 Grinder Attachments	
20.0693	12" Coneqtec Univ. Cold Planer
20.0694	24" Coneqtec Univ. Cold Planer Series II
20.4316	16" Coneqtec Univ. Cold Planer HD Series
20.4349	14" Coneqtec Univ. Cold Planer
20.4350	24" Coneqtec Univ. Cold Planer Series II
33-0781	Cold Planer SSL
33.0803	Cold Planer SSLW
33.4366	Planer SSLW
33.4416	Cold Planer SSL
33.4420	Cold Planer SSL

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Category: 33.08 Paving Box Attachments	
20.0613	R & D Trench Paver
20.4337	R&D Trench Paver w/ Mounts
33.4383	R&D Trench Paver w/12vdc Power Supply & Mounts
Category: 33.09 Other Attachments	
20.0251	Barber Greene Conveyor/Trench
20.4218	McMillan Head Auger
20.4251	48 Coupler Forks
20.4258	Coupler for Excavators
20.4260	Hendirx Q-Coupler
20.4346	Wedge Lock Coupler for L663
20.5001	Compaction Header Plate
20.5023	Tilt Attachment for Skidsteer
20.5025	Fixed Bar Box Scraper
20.5040	Forks 60"x72"

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Category: 33.11 GPS Equipment 21.0707 21.3063 21,4268 21.4308 21.4309 21.4310 21.4311 21.4325 21.4331 21.4335 21.4336 21.4354 33.4390 33.4395 33.4411 33.4417 Category: 33.13 Gravity Screens 10.0235 10.0412 Category: 33.14 Containers 30.4358 Category: 33.15 Lasers 31.0268 31.0737 31.0738 Category: 33.16 Compressors on Trucks 03.0730 03.0732 03.0734 14.0765 Category: 33.17 Compressors 03.0581 03.0645 03.0666 03.0815 33.0799 Category: 33.18 Large Generators 03.0538 Category: 33.19 Wheels 20.0477 20.0695 20.4255 20.4256 20.4283 20.4298 20.4325 20.4330 20.4344 20.4345 20.5020 20.5034

20.5035

**GPS Tracking System GPS Tracking System** 25 Radios and Base GR-5 Base & Rover GPS GX-60 MCR3 Twin Antenna GPS Topcon 8066BR GPS Topcon 9509-06 GPS GPS Tracking System for 66.6004 GPS System for Eq# 04.0709 (CAT D-10) GPS System (Sitech) GPS System for Grader GPS System - GR-5 Base & Rover Trimble TSC5 GPS System Trimble GPS System - Motorgrader, M3 GPS System (Sitech) Trimble TSC5 GPS System Rock Screen w/ Rebar Rock Screen w/ Flat Bars Container Laser Level Laser w/ Tripod Laser w/ Tripod Vanair 80CFM Compressor (for L661) Vanair 80CFM Compressor Vanair 80CFM Compressor (L642) Compressor on 14.0769 Sullivan Air Compressor Sullivan Palatek Air Compressor DO NOT USE Sullivan Diesel Compressor (Used) Sullivan Diesel Compressor (Used) Airman 185CFM Air Compressor MQ Diesel Generator **Entek Compaction Wheel** Compaction Wheel for 349 Compaction Wheel for L509 Entek Wheel Compaction Wheel w/ 315 Mount Compaction Wheel DC-24 24" WP Compaction Wheel (for 05.0698) Compaction Wheel (for 349 Excavator) 24" Compaction Wheel (for 336/349 Excavators) 36" Compaction Wheel (for 336 / 349 Excavators) 24" Compaction Wheel TB2150 18" 580N Compaction Wheel for Case Backhoes **Compaction Wheel** 

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20.5037	18" 580 Compaction Wheel
20.5038	24" Compaction Wheel (DC24EX
20.5039	18" Compaction Wheel
20.5044	Cat 12" Compaction Wheel
33.4367	24" Compaction Wheel for Tak - TB2150
33.4376	24" Compaction Wheel TB2150
33-4391	18" 580 Compaction Wheel
33-4393	36" Compaction Wheel
33-4394	48" Compaction Wheel
	-



# ♥Contractor's License Detail for License # 342677

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (8&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

#### Data current as of 7/17/2024 1:02:59 PM

#### **Business Information**

LUND CONSTRUCTION CO 5302 ROSEVILLE ROAD NORTH HIGHLANDS, CA 95660 Business Phone Number:(916) 344-5800

EntityCorporationissue Date09/19/1977Expire Date05/31/2026

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING

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#### Certifications

HAZ - HAZARDOUS SUBSTANCES REMOVAL

#### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with OHIO CASUALTY INSURANCE COMPANY (THE). Bond Number: 132845C Bond Amount: \$25,000 Effective Date: 01/01/2023 Contractor's Bond History

#### Bond of Qualifying Individual

The qualifying individual KEVIN MICHAEL LUND certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 06/25/2014

Workers' Compensation

This license has workers compensation insurance with the ZURICH AMERICAN INSURANCE COMPANY Policy Number:WC581797410 Effective Date: 03/01/2023 Expire Date: 03/01/2025 Workers' Compensation History



# Contractor's License Detail for License # 342677

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more
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Rev. 1 June 17th, 2024

#### DOCUMENT 00 41 13

#### **BID FORM**

### TO OLIVEHURST PUBLIC UTILITY DISTRICT

#### THIS BID IS SUBMITTED BY:

#### **RCI** General Engineering

(Firm/Company Name)

Re: Historic Olivehurst Pipeline Replacement Project, Project Number 2024-001.

- 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **OLIVEHURST PUBLIC UTILITY DISTRICT** in the form included in the Contract Documents, Document 00 52 00 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
- 2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 11 16 (Notice Inviting Bids), and Document 00 21 13 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 Days after the day of Bid opening.
- 3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, attended, or elected not to attend, the voluntary Pre-Bid Meeting, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

Addendum Number	ADDENDUM DATE	Signature of Bidder
1	7/8/24	Spenn Merdy
2	7/12/24	Spenn Merdy
3	7/15/24	Spenn Merdy

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

Bid Form

# SCHEDULE OF BID PRICES

All Bid items, including lump sums, and alternates (if any), must be filled in completely. Bid items are described in Section 01 11 00 (Summary of Work). Quote in figures only, unless words are specifically requested.

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
1	1	Mobilization/demobilization	L.S.	N.A.	200,000-
2	1	Traffic control plan preparation, approval, and implementation	L.S.	N.A.	200,000 280,500
3	1	Water pollution control plan preparation, approval, and implementation	L.S.	N.A.	5000-
4	1	Site Safety (sheeting, shorting and bracing)	L.S.	N.A.	85,000-
5	300	Pothole existing facilities	EA.	705-	85,000 211,500
6	1	Demolition and abandonment	L.S.	N.A.	16,000
7	277	New 6-inch PVC Main DR 18 (unrestrained)	L.F.	150-	41,550
8	120	New 6-inch PVC Main DR 14 (restrained)	L.F.	195	23,400
9	4,830	New 8-inch PVC Main DR 18 (unrestrained)	L.F.	161	777, 630
10	451	New 8-inch PVC Main DR 14 (unrestrained)	L.F.	170-	76,670-
11	655	New 8-inch PVC Main DR 14 (restrained)	L.F.	268-	175, 540
12	6	8-inch Inline Gate Valves	EA.	4,000-	24,000
13	1	Undercrossing (48" Storm Drain) Via Jack and Bore Western Ave	L.S.	N.A.	170,000-
14	1	Undercrossing (36" Storm Drain) Via Jack and Bore 8th Ave	L.S.	N.A.	170,000

Rev. 1 June 17th, 2024

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
15	1	Tie-In to Existing System 1/T1 (8th Ave STA 13+95)	L.S.	N.A.	73,000
16	1	Tie-In to Existing System 2/T1 (8th Ave STA 24+06)	L.S.	N.A.	19,000-
17	1	Tie-In to Existing System 3/T1 (9th Ave STA 1+00)	L.S.	N.A.	17,000
18	1	Tie-in to Existing System 4/T1 (9th Ave STA 14+23)	L.S.	N.A.	20,000
19	1	Tie-in to Existing System 5/T1 (10th Ave STA 13+82)	L.S.	N.A	19,000
20	1	Tie-In to Existing System 6/T2 (Western Ave STA 1+11)	L.S.	N.A.	23,000
21	1	Tie-In to Existing System 7/T2 (Western Ave STA 21+07)	L.S.	N.A.	37,000
22	1	Connection to New System 8/T2 (Western Ave STA 14+22)	L.S.	N.A.	48,000
23	1	Connection to New System 9/T2 (Western Ave STA 7+58)	L.S.	N.A.	43,000
24	1	Connection to New System 10/T2 (8th Ave STA 23+80)	L.S.	N.A.	24,000
25	18	Install New Fire Hydrant Assembly	EA.	17,000	306,000
26	31	New Water Service – Long Side	EA.	4,700	145,700
27	35	New Water Service – Long Side with Meter Relocation	EA.	6,100	213,500-
28	50	New Water Service – Short Side	EA.	3,500-	175,000
29	34	New Water Service – Short Side with Meter Relocation	EA.	4,300	146,200-
30	3	New Water Service – Vacant Lot	EA.	4,700	146,200-

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Bid Form

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
31	1	Flush/Pressure Test/ Disinfection	L.S.	N.A.	85,000-
32	29,600	Pavement Restoration Mainline (T-Trench)	S.F.	10,75	318,200
33	52,000	Pavement Restoration Mainline (2" Keygrind and Overlay)	S.F.	3.20	166,400
34	1	Landscape and Hardscape Repairs	L.S.	N.A.	7,500-

## Total Bid Price:

# FOUR MILLION ONE HUNDRED FIFTY SEVEN THOUSAND THREE HUNDRED NINETY DOLLARS OFFIC

- 5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 11 16 (Notice Inviting Bids) and Document 00 21 13 (Instruction to Bidders).
- 6. Subcontractors for work are listed on Document 00 43 14 (Subcontractors List), submitted herewith.
- 7. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
- 8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 41 13 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 21 13 (Instructions to Bidders) within the times specified therein.
- 9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
- 10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 21 13 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to **OLIVEHURST PUBLIC UTILITY DISTRICT**.
- 11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 72 00 (General Conditions) and to complete all Work within the time specified in Document 00 52 00 (Agreement).
- 12. The undersigned Bidder agrees that, in accordance with Document 00 72 00 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 52 00 (Agreement) shall be as set forth in Document 00 52 00.
- 13. The names of all persons interested in the foregoing Bid as principals are:

Bid Form

**IMPORTANT NOTICE**: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

# NAME OF BIDDER: <u>RCI General Engineering</u>

licensed in accordance with an act for the registration of Contractors, and with license number: <u>1024998</u> Expiration: <u>3/31/2025</u>

California	Jake Richter - President
(Place of Incorporation, if Applicable)	(Principal)
	Jake Richter - Secretary

(Principal)

(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Bidder) Benn

**NOTE**: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partner or partners.

Business Address:

5015 Feather River Blvd.

Oroville, CA 95965

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Contractor's Representative(s):	Spencer Mendez - Chief Operations Officer					
	۸)	lame/Title)				
	(N	lame/Title)				
	(N	ame/Title)				
Officers Authorized to Sign Contracts		Jake Richter - President				
	(Name/Title)					
	<b>Spencer Mendez - Chief Operations Officer</b>					
	(Name/Title)					
	·					
	(N	ame/Title)				
Telephone Number(s):	530-682-0368					
	(Area Code)	(Number)				
	530-533-3918					
	(Area Code)	(Number)				
Fax Number(s):	530-693-4170					
	(Area Code)	(Number)				
	(Area Code)	(Number)				
Email Address(es):	spencerm@rcige.com					
Date of Bid:	7/18/2024					

END OF DOCUMENT

#### **DOCUMENT 00 43 13**

#### BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned

RCI General Engineering

(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, OLIVEHURST PUBLIC UTILITY DISTRICT, a <u>Public Utility District</u>, as obligee, in the penal sum of <u>(Dollar Amount In Words)</u> Ten Percent of Amount bid

Ten Percent of Amount bid Dollars (\$ 10% of amount bid

\_\_\_\_\_) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's Total Bid Price, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is submitting a Bid for Project Number <u>2024-001</u> for construction of the [ADDRESS] in the City of <u>Olivehurst</u>, CA.

Historic Olivehurst Pipeline Replacement Project

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guaranty, and all other endorsements, forms, and documents required under Document 00 21 13 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2024.

(Month)

RCI General Engineering

(Corporate Seal)

(Corporate Seal)

Principal

Western Surety Company

By Suretv Byh Attorney in Flact

Deanna Quintero

#### END OF DOCUMENT

ACKNOWLEDGMENT				
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.				
State of C County of	alifornia Butte	)		
On	July 11, 2024	before me,	Sara Walliser, Notary Public	
		(11	nsert name and title of the officer)	
	appeared		anna Quintero,	
subscribed his/her/the person( <del>s),</del> I certify ur	d to the within instrume <del>sir</del> authorized capacity or the entity upon beh	ent and acknowledged ( <del>ies),</del> and that by <del>his</del> /h nalf of which the perso	e to be the person( <del>s)</del> whose name( <del>s)</del> is/ <del>are</del> I to me that <del>he</del> /she/ <del>they</del> executed the same in er/ <del>their</del> signature( <del>s)</del> on the instrument the n( <del>s)</del> acted, executed the instrument. s of the State of California that the foregoing	
WITNESS	my hand and official s	seal.	SARA WALLISER COMM. # 2449544	
Signature	Se WC	) (S	eal)	

# Western Surety Company

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John Hopkins, Steve Williams, Tony Clark, Bill Rapp, Joseph H Weber, Renee Ramsey, Phil Watkins, Jason March, Matthew Foster, Elizabeth Collodi, Mindy Whitehouse, John J Weber, Sara Walliser, Jennifer Lakmann, Paula Senna, Brad Espinosa, Kathleen Le, Sharon Smith, Pam Sey, Cassandra Medina, Breanna Boatright, Jessica Monlux, Samantha Watkins, Deanna Quintero, Individually

of Chico, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of January, 2024.

State of South Dakota County of Minnehaha

On this 5th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires March 2, 2026

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WESTERN SURETY COMPANY

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M. Bent, Notary Public

Larry Kasten, Vice President

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11h day of July , 2024.



WESTERN SURETY COMPANY nelson elson, Assistant Secretary

Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporate of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

#### DOCUMENT 00 43 14

#### **BIDDER REGISTRATION FORM**

# INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License #\_1024998

					_
Date: Iss: 3/21/2	2017 Exp	: 3/31/2025 Fed T	ax I.D. # <u>81-49523</u>	58	
Full Corporate Na	ame of Company: _	RCI General E	ngineering		
Street Address:	5015 Feather H	River Blvd.			
	Oroville, CA 9	5965	_		
Mailing Address:	P.O. Box 2531	·			
	Oroville, CA	95965			
Phone: 530-533	-3918	Fax:	530-693-4170		-
Name of Principal	Contact: Spen	cer Mendez			
California Departn	nent of Industrial F	Relations ("DIR") Nur	mber:1000057952	2	
Type of Business:		Sole Proprietor		Partnership	

**INSURANCE** (Complete all items listed below that are applicable and/or are required by Document 00 73 16, Supplemental Conditions – Insurance and Indemnification)

Non-Profit 501(c)(3)

other (please explain:

Workers' Compensation:

Carrier: Service American Indemnity Company

Address: 470 James Street, Suite 007, New Haven, CT 06513

Phone and Fax: Office: 877-905-0786 Fax: 860-288-4878

Policy Number: <u>SAMTWC10019001</u>

**General Liability:** 

Carrier: PartnerRE Insurance Solutions of Bermuda, LTD

Address: One Blue Hill Plaza, Suite 1515, 10th Floor, Pearl River, NY 10965

Phone and Fax: Phone: 845-205-0300

Policy Number: VCP202310801

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Corporation

Policy Limits: \$ 8,105,000

A.M. Best Rating: A+ Superior

#### Automobile Liability:

Carrier: United States Fire Ins Company

Address: P.O. Box 28146, New York, NY 10087-8146

Phone and Fax: <u>844-217-7388</u>

Policy Number: 1337555367

Policy Limits: \$ 2,000,000

A.M. Best Rating: A- Excellent

#### All-Risk Course of Construction:

Carrier: <u>PartnerRE Insurance Solutions of Bermuda, LTD</u>

Address: One Blue Hill Plaza, Suite 1515, 10th Floor, Pearl River, NY 10965

Phone and Fax: Phone: 845-205-0300

Policy Number: VCX2023090-01

Policy Limits: \$ \_2,000,000

A.M. Best Rating: A+ Superior

#### Professional Liability (if applicable):

Carrier: PartnerRE Insurance Solutions of Bermuda, LTD

Address: One Blue Hill Plaza, Suite 1515, 10th Floor, Pearl River, NY 10965

Phone and Fax: Phone: 845-205-0300

Policy Number: VCX2023090-01

Policy Limits: \$ 2,000,000

A.M. Best Rating: A+ Superior

#### Pollution Legal Liability Insurance (if applicable):

#### Carrier: PartnerRE Insurance Solutions of Bermuda, LTD

Address: One Blue Hill Plaza, Suite 1515, 10th Floor, Pearl River, NY 10965

Phone and Fax: Phone: 845-205-0300

Policy Number: VCP202310801

Policy Limits: \$ \_2,000,000

A.M. Best Rating: A+ Superior

#### Excess Liability Insurance (if applicable):

Carrier: Colony Insurance Company

Address: P.O. Box 85122, Richmond, VA 23285

Phone and Fax: 804-327-1700

Policy Number: EXO4267549

Policy Limits: \$ 7,000,000

A.M. Best Rating: A- Excellent

Other Liability Insurance (if applicable):

Carrier: PartnerRE Insurance Solutions of Bermuda, LTD

Address: One Blue Hill Plaza, Suite 1515, 10th Floor, Pearl River, NY 10965

Phone and Fax: Phone: 845-205-0300

Policy Number: VCX2023090-01

Policy Limits: \$ 1,000,000

A.M. Best Rating: \_\_\_\_\_

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER: <u>RCI General Engineering</u>

(COMPANY NAME)

By: Spencer Mendez

Chief Operations Officer

Merdez By:

#### SAFETY AND EXPERIENCE RECORD

The following statements as to the Bidder's safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder's interstate Experience Modification Rate for the last three years.

2021 <u>90</u> 2022 <u>103</u> 2023 <u>76</u>

If Bidder was not eligible to obtain a formal rating from the Workers Compensation Insurance Rating Bureau for any of the years listed above, Bidder must submit written information from its workers compensation insurance company that establishes what Bidder's equivalent EMR would be.

2. Total Recordable Incident Rates (RIR)

What were Bidder's Total RIR for each of the last three years?

2021 6.33 2022 1.58 2023 1.38

Average of last three years: <u>3.09</u> (no rounding)

3. Total Lost Time Incident Rates (LTIR)

What were Bidder's Total LTIR for each of the last three years?

2021 6.33 2022 1.58 2023 0.00

Average of last three years: <u>2.64</u> (no rounding)

4. Use Bidder's last year's Cal/OSHA 300 log to fill in the following number of injuries and illnesses:

Emp	ployee hours worked last year	144,654
c.	Number of fatalities	0
b.	Number of medical treatment cases	1
а.	Number of lost workday cases	0

6. State the name of Bidder's safety engineer/manager: Spencer Mendez

Attach a resume or outline of this individual's safety and health qualifications and experience.

5.

#### I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER:

By: <u>Sperin Merdey</u> Signature 

Its:	<b>Chief Operations Officer</b>	
	Title	
	-lal.	
Date_	1/ 18/24	
-		

END OF DOCUMENT

#### DOCUMENT 00 4336

#### SUBCONTRACTORS LIST

1. **Subcontractor's List**. The Subcontractors List must include the names of all subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount.

Name of Subcontractor and Location of Place of Business	Description of Work	Subcontractor's License No.	DIR Registration Number
SIERRA TRAFFIC MARKINGS ROSEVILLE, CA	STRIPING RESTORATION		100000 2783
PACIFIC BORING CARLITHERS, CA	JACK AND BOLE	553744	1000003953
KNIFE RIVER CONSTRUCTION CHILO, CA	(PARTIAL)	091712	1000002755

(Bidder to attach additional sheets if necessary)

(PUBLIC CONTRACT CODE §4100 ET SEQ.)

2. **Subcontracting Limits**. The Contractor shall perform with its own organization work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with its own organization. When items of work in the Bid schedule are preceded by the letter (S), such items shall be deemed designated "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted; the value of work subcontracted will be based on the estimated percentage of the contract item bid price, determined from information submitted by the Contractor, subject to approval by Owner.

#### END OF DOCUMENT

#### DOCUMENT 00 45 13

## STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

#### ARTICLE 1 – GENERAL INFORMATION

## 1.01 Minimum Bidder Qualifications.

- A. Bidders must be duly licensed, pursuant to the license requirements in Document 00 11 16, Article 2.01, and in accordance with the California Business & Professions Code Sections 7006, *et seq.*, and have a history of work performance sufficient to meet the requirements of a responsible bidder in the Public Contract Code Section 1103.
- B. Bidders must have five (5) years experience as a continuously operating entity engaged in the performance of similar work.
- C. Bidders must demonstrate successful completion of <u>three (3) underground utility</u> replacement/installation projects within the past ten (10) years that involve construction of water facilities that were of similar size and nature to the Work for Owner consideration.

#### 1.02 Measurement.

- A. Bidder's compliance with the minimum qualification requirements will be measured by Bidder's experience as an operating entity and also by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.
- B. If Bidder subcontracts portions of the Work, Owner, in its determination of whether the minimum qualification requirements have been met, may consider the qualifications of the Subcontractor's supervisory personnel.
- C. The qualifications of the Key Personnel, as stated in Attachment A, are to be submitted with the Statement of Qualifications (**SOQ**), by providing the information described in this Document 00 45 13.

#### 1.03 Other Requirements.

- A. Bidder's attention is called to the following minimum requirements for a Bidder to be found responsible to perform the Work:
  - 1. Financial Strength. Sufficient financial strength, stability and resources as measured by Bidder's equity, debt-to-assets ratio, and capability to finance the Work to be performed.
  - 2. Building Capacity. Ability to secure, in accordance with the Contract documents, the required forms of Construction Performance Bond and Construction Labor and Material Payment Bond. Ability to obtain required insurance with coverage values that meet minimum requirements.
  - 3. Subcontracting Prior Experience. Satisfactory experience on public works, including without limitation no history of default termination, excessively delayed completion or excessive defective work.
  - 4. Public Project Experience. Evidence that Bidder and its team, have the human and physical resources of sufficient quantity and quality to perform the Work under Contract documents in a timely and Specification-compliant manner, to include:
    - a. Construction and management organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment for the Project.
    - b. Minimum licensing requirements including evidence of a valid California contractor's license for the Bidder and evidence of requisite licenses for Key Personnel of Bidder.
    - c. Sufficiency of proposed quality assurance plan to meet the requirements of the Contract documents.
    - d. Bidder's safety record.
    - e. Minimum experience requirements of the prime contractor including the completion of

- at least the minimum projects described in paragraph 1.02.C above.
- f. A field organization with skills, experience, and equipment sufficient to perform all on-Site work and necessary scheduling.
- g. Expertise of Key Personnel to accomplish the duties and responsibilities required to perform the Work under Contract documents. Minimum experience requirements of Key Personnel including the completion of three projects of similar nature and complexity and having two years of experience on projects of similar nature and complexity.
- B. [Intentionally omitted].

#### ARTICLE 2 – REQUIRED CONTENTS OF SOQ SUBMISSION

#### 2.01 Transmittal Letter.

A. The Transmittal Letter shall name the proposed prime contractor, its legal structure (i.e., corporation, partnership, limited partnership, joint venture). If a joint venture or partnership is proposed, Bidder shall identify partner and/or member of the joint venture and their roles and responsibilities.

#### 2.02 Submittals.

- A. <u>Completed Questionnaires</u>. Bidder shall include a completed Statement of Qualification Questionnaire in the form attached to this Document 00 45 13 as <u>Attachment A</u>.
- B. <u>Resumes of Proposed Key Personnel</u>. Bidder shall provide a resume for each named Key Personnel of Bidder, to include as necessary: Years of experience; Education degrees, schools and years obtained; Professional Registrations; Fluency in English (Yes/No); At least two client references, including contact names, addresses and telephone numbers, and description of projects of a similar nature worked on in the past five years.
- C. Not Used.
- D. <u>Surety Letter re: Capability to Provide Required Performance and Payment Bonds</u>. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, and category of III or better for Owner consideration, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 61 13.13 (Construction Performance Bond) and (Construction Labor and Material Payment Bond), each in the penal sum of the Contractor's bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- E. <u>Insurer Letter re: Capability to Provide the Required Insurance</u>. Bidder shall provide a letter from an insurance underwriter, having a financial rating reasonably acceptable to Owner, confirming that the insurer will provide Bidder the required coverages and amounts specified in the Contract Documents.
- F. <u>Description of Human and Physical Resources</u>. Bidder shall identify, describe, and quantify for itself, the following technical information for the construction work: Description and location of manufacturing facilities, naming products and quantifying production capacity and current demand; Description of field organization(s), naming skills and equipment; Description of safety program quality control procedures, and safety experience; and
- G. License: Evidence of a valid contractor's license and required licenses of all licensees of persons

Statement of Qualifications

who are Key Personnel necessary to perform the Work.

H. <u>Litigation History</u>. Description of litigation history for the past three years including names of involved parties, nature of dispute, and disposition.

#### 2.03 Format.

- A. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meet Owner's requirement. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).
- B. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 00 45 13 must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 00 45 13 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

# [NEXT PAGE - STATEMENT OF QUALIFICATION QUESTIONNAIRE]

Rev. 1 June 17th, 2024

#### **DOCUMENT 00 45 13**

# ATTACHMENT A – Statement of Qualification Questionnaire

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00 21 13 (Instructions to Bidders) and Document 00 45 13 (Statement of Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

#### **CONTACT INFORMATION**

Cor	mpany Name:	RCI General Engineering				
Ow	ner of Company:	Jake Richter				
Cor	ntact Person:	Spencer Mendez				
Ado	iress:	P.O. Box 2531, Oroville, CA 95965				
Pho	one:	<u>530-682-0368</u> Fax: <u>530-693-4170</u>				
Em	ail:	spencerm@rcige.com				
		PART A: GENERAL INFORMATION				
1.	Does Bidder posse the work proposed	ess a valid and current California Contractor's license for ?	Yes X_No			
2.	Does Bidder have Document 00 73 16	the minimum liability insurance coverage required in 6 – Insurance and Indemnification?	Yes X_No			
3.	Has Bidder's Licen	se been revoked at any time in the last five years?	Yes No <u>_X_</u>			
4.	l. Has Bidder been "default terminated" by an Owner (other than for YesNo_X_ convenience), or has a Surety completed a contract for Bidder within the last five years?					
5.	Has Bidder been co in the last three yea	nvicted more than twice for failure to pay prevailing wages ars?	Yes No <u>X</u>			
6.	Not Used.		Yes No <u>X</u>			
7.	Are Bidder and all listed subcontractors registered and qualified with the Yes X No Department of Industrial Relations pursuant to Labor Code Section 1725.5?					
	Bidder may be disqualified if any answer to questions 1, 2, or 7 is No. Bidder may be disqualified if any answer to questions 3, 4, or 5 is Yes.					
<u>(SA</u>	PAF FETY)	RT B: SAFETY, PREVAILING WAGE, DISPUTES AND B	ONDS			
	Has Cal/OHSA, Federal OSHA, the EPA or any Air Quality Management Agency cited Bidder in the past five years? YesNo $\underline{X}_{-}$ If yes, attach description of each citation.					
2.   	How often does Bidder require documented safety meetings be held for: Field Supervisor Weekly Bi-Weekly Monthly Less Than Monthly Daily X					
State	ement of Qualification	ns 00 45 13 - 4 OPUD - His	toric Olivehurst			

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Employees	Weekly	Bi-Weekly	Monthly	Less Than Monthly	Daily <u>X</u>
New Hires	Weekly	Bi-Weekly	Monthly	Less Than Monthly	Daily X
Subcontractors	Weekly	Bi-Weekly	Monthly	Less Than Monthly	. Daily <u>X</u>

- How often does Bidder conduct documented safety inspections? Quarterly <u>X</u> Semi-annually <u>Annually</u> Other \_\_\_\_\_
- Does Bidder have home office safety representatives who visit/audit the job site? Quarterly X Semi-annually Annually Other
- 5. What is Bidder's Interstate Experience Modification Rate? 0.62 (A rating in excess of [1] may constitute grounds for disqualification as non-responsible).

#### (PREVAILING WAGE PROVISIONS)

 Has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence. Yes \_\_\_\_\_ No \_X

#### (LICENSE PROVISIONS)

7. Has Bidder changed names or license numbers in the past 5 years? If so, please state reason for change.

Yes \_\_\_\_\_No \_X\_\_ Reason:`\_\_\_\_\_\_

#### (DISPUTES)

- 8. In the past five years, has Bidder on any project that Bidder performed construction services made any written claim against any owner for additional compensation or additional time, that the owner disputed, exceeding on a per project basis an aggregate amount of \$100,000 or 10% of the original contract sum? If yes, attach description of each instance including details of total claim(s) amount, resolution description including amount, and Owner's name and phone number. Yes \_\_\_\_\_ No \_X\_\_\_
- 9. In the past five years, has any owner on any project that Bidder performed construction services asserted any written claim against Bidder for delay, defective work, warranty work, backcharges and/or offsets, that the Bidder disputed, exceeding on a per project basis, an aggregate amount of \$100,000 or 10% of the original contract sum? If yes, attach description of each instance including details of total claim(s) amount, resolution description including amount, and Owner's name and phone number. Yes \_\_\_\_\_ No X\_\_\_\_

#### (BONDING)

10. Bonding Capacity – Provide documentation from Bidder's surety identifying the following: Name of bonding company/surety: <u>CNA SURETY</u>

Name of Surety Agent: John Hopkins

Surety Agent address: 910 Pleasant Grove Blvd., Suite 120-347, Roseville, CA 95678

Surety Agent phone number: 530-570-8946

Is surety a California-admitted surety? Yes X No

Statement of Qualifications

Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes X No \_\_\_\_\_

List surety's A.M. Best Rating: <u>A+</u>

What is Bidder's total bonding capacity? Single job limit: \$50,000,000, Aggregate limit: \$100,000,000

What percent does Bidder pay for bonds? 0.69%

## PART C: EXPERIENCE OF PRIME CONTRACTOR

The nature of this Project requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

#### Prime Contractor

List three (3) projects involving underground utility replacement/installation that involved construction of water facilities of similar size and scope to the Work of the Contract, completed in the past ten years, and provide the name of the superintendent, project manager and scheduler. NOTE: This listing will be used to assess compliance with the stated minimum qualifications in Paragraph 1.01.

Construction Cost (\$)	Year Completed	Name of Project Superintendent	Name of Project Manager	Name of Project Scheduler
\$6,091,832	2022	Rich Hurte	Spencer Mendez	Spencer Mendez
\$8,660,700	2022	Rich Hurte	Spencer Mendez	Spencer Mendez
\$8,917,614	2023	Rich Hurte	Spencer Mendez	Spencer Mendez
	Cost (\$) \$6,091,832 \$8,660,700	Cost (\$)       Completed         \$6,091,832       2022         \$8,660,700       2022         \$8,917,614	Cost (\$)         Completed         Superintendent           \$6,091,832         2022         Rich Hurte           \$8,660,700         2022         Rich Hurte           \$8,660,700         2022         Rich Hurte           \$8,917,614	Construction Cost (\$)Year CompletedName of Project SuperintendentProject Manager\$6,091,8322022Rich HurteSpencer Mendez\$8,660,7002022Rich HurteSpencer Mendez\$8,917,6142023Rich HurteSpencer

# Key Personnel

List Key Personnel that will be assigned to the Work of the current Project and their experience/training with the projects listed above:

Project Manager: Spencer Mendez			
Project Superintendent: Richard Hurte			
Project Scheduler: Spencer Mendez			
Recent Projects			
Provide information about three (3) of its most currently completed public projects. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications in Paragraphs 1.01. If a separate sheet is used, it must contain all of the following information:			
1. Project Name: Meter Installation & Service Lateral Replacement			
Location:Paradise, CA			
Owner: Paradise Irrigation District			
Owner Contact (name and phone): Blaine Allen: 530-877-4971			
Architect/Engineer: <u>Water Works Engineers</u>			
Architect/Engineer Contact (name and phone number): Colleen Boak: 530-243-2113			
Const. Mgr. or Project Mgr. (name and phone number): Colleen Boak: 530-243-2113			
Description of Project, Scope of Work Performed: Water main repairs, 700 meters and			
500 backflows, traffic control, concrete and asphalt repairs			
Total Construction Cost: \$6,091,832			
Total Change Order Amount: <u>\$121,836</u>			
Did Change Orders exceed 10% of original contract sum? $No$ If yes, please explain on separate sheet.			
Original Scheduled Date of Completion: February 2022			
Time Extensions Granted (number of Days):0			
Actual Date of Completion: February 2022			
Number of Stop Notices filed by Subcontractors or Suppliers:0			
2. Project Name: <u>Meter Installation &amp; Service Lateral Replacement Phase 2A</u>			
Location: Paradise, CA			
Owner: _Paradise Irrigation District			
Owner Contact (name and phone): Blaine Allen: 530-877-4971			
Statement of Qualifications 00 45 13 - 7 OPUD - Historic Olivehurst			

Pipeline Replacement Project

	Architect/Engineer: Water Works Engineers
	Architect/Engineer Contact (name and phone number): Colleen Boak: 530-243-2113
	Const. Mgr. Or Project Mgr. (name and phone number): Colleen Boak: 530-243-2113
	Description of Project, Scope of Work Performed: <u>Water main repairs, 900 meters and</u>
	800 backflows, traffic control, concrete and asphalt restoration.
	Total Construction Cost:\$8,660,700
	Total Change Order Amount: \$260,000
	Did Change Orders exceed 10% of original contract sum? <u>No</u> If yes, please explain on separate sheet.
	Original Scheduled Date of Completion: <u>March 2022</u>
	Time Extensions Granted (number of Days):0
	Actual Date of Completion: <u>March 2022</u>
	Number of Stop Notices filed by Subcontractors or Suppliers:
3.	Project Name: Meter Installation & Service Lateral Replacement Phase 2B
	Location: Paradise, CA
	Owner: Paradise Irrigation District
	Owner Contact (name and phone): Blaine Allen: 530-877-4971
	Architect/Engineer: Water Works Engineers
	Architect/Engineer Contact (name and phone number): Colleen Boak: 530-243-2113
	Const. Mgr. Or Project Mgr. (name and phone number): Colleen Boak: 530-243-2113
	Description of Project, Scope of Work Performed: Water main repairs, 1,000 meters and
	800 backflows, traffic control, concrete and asphalt restoration
	Total Construction Cost:
	Total Change Order Amount: \$300,000
	Did Change Orders exceed 10% of original contract sum? <u>No</u> If yes, please explain on separate sheet.
	Original Scheduled Date of Completion: October 2023
	Time Extensions Granted (number of Days):0
	Actual Date of Completion: October 2023
	Number of Stop Notices filed by Subcontractors or Suppliers:0
Sta	tement of Qualifications 00 45 13 - 8 OPUD - Historic Olivehurst Pipeline Replacement Project

# PART D: [INTENTIONALLY OMITTED]

## PART E: FINANCIAL INFORMATION

- Has Bidder ever reorganized under the protection of bankruptcy laws? Yes \_\_\_\_\_ No <u>X</u> If yes, please state when \_\_\_\_\_\_
- 2. If Bidder has had the general liability carrier identified in Document 00 43 14 (Bidder Registration and Safety Experience Form) for less than 5 years, please provide additional information below for balance of the last 5 years:

Agency Name:	
Contact Name:	
Phone Number	
Carrier:	A.M. Best Rating:
Carrier:	A.M. Best Rating:
Carrier:	A.M. Best Rating:

3. Has Bidder ever had insurance terminated by a carrier? Yes \_\_\_\_\_ No X\_\_\_\_\_ If yes, explain on a separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.

Bidder hereby declares under penalty of perjury that all the information provided in this questionnaire is true and correct.

SIGNATURE Merdy

Chief Operations Officer TITLE

END OF DOCUMENT

#### **DOCUMENT 00 45 19**

#### **NON-COLLUSION DECLARATION**

# PUBLIC CONTRACT CODE SECTION 7106

# NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

# I am the Chief Operations Officer of RCI General Engineering, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on <u>7/18/2024</u> [date], at <u>Oroville</u> [city], <u>CA</u> [state].

BIDDER'S SIGNATURE:

Merdez

NAME/TITLE OF SIGNATORY:

LEGAL NAME OF BIDDER:

Spencer Mendez, Chief Operations Officer

**RCI** General Engineering

END OF DOCUMENT

#### **DOCUMENT 00 45 46**

#### **BIDDER CERTIFICATIONS**

# TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 8, below.

#### 1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

# 2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the Labor Code Section 3700, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

# 3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Section 1773, which requires the payment of prevailing wage on public projects. Contractor and any subcontractors under the Contractor shall comply with Labor Code Section 1776 regarding wage records, and with Labor Code Section 1777.5 regarding the employment and training of apprentices. Contractor is responsible to ensure compliance by any and all subcontractors performing work under this Contract.

# 4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Sections 1777.1 and 1777.7 Code, and Contractor and Subcontractors are eligible to bid and work on public works projects.

#### 5. CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

#### 6. CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

# 7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the

labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

# 8. CERTIFICATION REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION

By my signature hereunder, as the Contractor, I certify that Contractor, and all Subcontractors listed on Document 00 43 36 (Subcontractors List) are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. Contractor's registration number is **[please complete]** <u>1000057952</u>. Subcontractors' registration numbers are as indicated in Document 00 43 36.

BIDDER:	RCI General Engineering
<i>i 1</i>	(Name of Bidder)
Date: 7/18/24, [202_]	By: Spenn Merdy (Signature)
	/ (Signature)
	Name: Spencer Mendez
	(Print Name)
	Its: Chief Operations Officer
	(Title)
	END OF DOCUMENT

Rev. 1 June 17th, 2024

#### **DOCUMENT 00 45 48**

# IN-USE OFF-ROAD DIESEL-FUELED FLEETS CERTIFICATION

# TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 2, below.

 Certification of Compliance. I hereby certify that I and all of my Subcontractors will conform to the California Air Resource Board (CARB) In-Use Off-Road Diesel-Fueled Fleets requirements for all work involving the use of vehicles subject to the regulations, including, without limitation, as applicable, the Contracting Requirements in Title 13 CCR section 2449, subdivision (i), subparts (1) – (4), and the Prime Contractor Requirements in Title 13 CCR section 2449, subdivision (j), subparts (1) – (5).

2. <u>Instructions</u>. Check one (1) box below.

Bidder's current CARB issued Certificate of Reported Compliance accompanies this Certification. (If this box is checked, the Certificate *must be* provided.)

Bidder certifies that its work on the Project (including work of its Subcontractors) does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

BIDDER:	RCI General En	gineering
<i>(</i> )		(Name of Bidder)
Date: <u>7/18/24</u> , 2024	By: Sperm	(Signature)
	Name: Spencer Mendez	(Print Name)
	Its: Chief Operations	Officer
		(Title)
	END OF DOCUMENT	

# CATERPILLAR

N NAME AND A DESCRIPTION OF A DESCRIPTIO	Engine Emissions Data
For Emissions / Certifi	cation feedback and questions, please submit a ticket via our ERC Request Portal
This emission data is Caterpi	llar's best estimate for this rating. If actual emissions are required then an emission test needs to be run on your engine.
Serial Number (Machine)	
Serial Number (Engine)	J3654804
Sales Model	C3.6
Regulatory Build Date	27-MAY-2022
Engine ReRated	
Engine Arrangement Number	5776940
Certification Arrangement	
Test Spec Number	
Regulatory Status	CAT_NR_EPA/CARB_MLIT_R120_EU_China Export
Labeled Model Year	2022
EPA Family Code	NPKXL03.6FX1
EPA Emissions Level	EPA TIER 4f
EU Emissions Level	EU STAGE V
Japan Emissions Level	STEP 4 FINAL
EU Type Approval	e24*2016/1628*2018/989EV5/D*0229*04
UN R120 Type Approval	120R-010016
CORR FL Power at RPM	
Advertised Power	
Total Displacement	3.62 L
Caterpillar's knowledge. H information and is not liabl	n provided has been compiled from third party sources and is accurate to the best of owever, Caterpillar cannot guarantee the accuracy, completeness, or validity of the e for any errors or omissions contained therein. All information provided should be nd confirmed, including by examining the emissions label located on the engine.
	Need emission replacement label? Click here!
talan dari balan menangkan kanangkan kanangkan penangkan kanangkan kanangkan kanangkan kanangkan kanangkan kana	
Caterpillar Confidential: Green	portana Division
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Current Date: 7/2/2024, 7:30:37	
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. .

Pursuant to the authority vested in California Air Resources Board by Sections 43013, 43018, 43101, 43102, 43104 and 43105 of the Health and Safety Code; and

Pursuant to the authority vested in the undersigned by Sections 39515 and 39516 of the Health and Safety Code and Executive Order G-19-095;

IT IS ORDERED AND RESOLVED: That the following compression-ignition engines and emission control systems produced by the manufacturer are certified as described below for use in off-road equipment. Production engines shall be in all material respects the same as those for which certification is granted.

MODEL YEAR	ENGINE FAMILY	DISPLACEMENT (liters)	FUEL TYPE	USEFUL LIFE (hours)
2022	NPKXL03.6FX1	3.62	Diesel	8000
SPECIAL			TYPICAL EQUIPMENT A	
Control M Trap Oxi	SPECIAL FEATURES & EMISSION CONTROL SYSTEMS Electronic Direct Injection, Turbocharger, Electronic Control Module, Diesel Oxidation Catalyst, Periodic Trap Oxidizer, Exhaust Gas Recirculation, Charge Air Cooler, Selective Catalytic Reduction – Urea, Ammonia Oxidation Catalyst		Crane, Loaders, Tractor, Doze Generator S	

The engine models and codes are attached.

The following are the exhaust certification standards (STD) and certification levels (CERT) for non-methane hydrocarbon (NMHC), oxides of nitrogen (NOx), or non-methane hydrocarbon plus oxides of nitrogen (NMHC+NOx), carbon monoxide (CO), and particulate matter (PM) In grams per kilowatt-hour (g/kw-hr), and the opacity-of-smoke certification standards and certification levels in percent (%) during acceleration (Accel), lugging (Lug), and the peak value from either mode (Peak) for this engine family (Title 13, California Code of Regulations, (13 CCR) Section 2423);

RATED POWER	EMISSION STANDARD				EXHAUST (g/kw-	OPACITY (%)				
CLASS	CATEGORY		NMHC	NOx	NMHC+NOx	co	PM	ACCEL	LUG	PEAK
56 ≤ kW < 130	Tier 4 Final	STD	0.19	0,40	N/A	5.0	0,02	N/A	N/A	N/A
		CERT	0.02	0.23		0.2	0.01		-	

**BE IT FURTHER RESOLVED:** That for the listed engine models, the manufacturer has submitted the information and materials to demonstrate certification compliance with 13 CCR Section 2424 (emission control labels), and 13 CCR Sections 2425 and 2426 (emission control system warranty).

**BE IT FURTHER RESOLVED:** That for the listed engine models which include engines from different power categories in the same engine family, the manufacturer is complying with the more stringent set of standards from the  $56 \le kW < 130$  power categories in conformance with the incorporated Section 1039.230 (e) of the "California Exhaust Emission Standards and Test Procedures for New 2011 and Later Tier 4 Off-Road Compression Ignition Engines, Part 1-D" adopted October 20, 2005 and last amended October 25, 2012.

Engines certified under this Executive Order must conform to all applicable California emission regulations.

This Executive Order is only granted to the engine family and model-year listed above. Engines in this family that are produced for any other model-year are not covered by this Executive Order.

Executed on this 14th day of December 2021.

Allen Loons, Chief Emissions Certification and Compliance Division

<u>Attachment: Engine Models</u>

Family: NP/OLI03.6FQ Attachment Last Revised: 11/9/2021 ED # U-R-022-0308

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	tal Notes	N/A	N/A	N/A				N/A	I	NA	NA	NIA	N/A
	5 Specta	A/N:	ľ.,		N/A		Γ	1	Γ		Γ	NA	Ţ
	D GHG	A N/A	{	A/N A		Į		AN A	Į.	1			N/N
	080	N/A	ŚN	N/A		N/A		N/A		NN.	Z	A/A	1/N
Peak Torque	Fuel Units	i Bo/thr	lb/hr	: By/hr	h/hr	.ru/qi	b/hr	hr/hr	1P/Pr	14/41	B/hr	lb/hr	i lb/hr
Peak forgue-	Fuel	39.4	30.4	317	33.1	36.4	36.4	33.1	33.1	36.4	33.1	38.2	38.5
Peak Torque -	Speed (rpm)	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500	TSOD
Peak Tongue -		벌	E H	19-44 19-44	19-41	₽.đ	Ъ-й Г	ib-ft	19-ff	<del>4</del> 4	부색	भ- <del>प</del>	भून
Bask Terring		400.0	302.4	317.1	818 1	368.7	368.7	331.9	331.9	368.7	331.9	390.5	390.5
Peak Power - Foel I Inite	14.4		10/01	D/Br	ib/ar	lb/at	JU/a	iu/q	14/21	E/Ar	rt/a	lb/hr	ID/NL
Pezk Power- Fueline	102	1.00	100	a 201	473	1	40./	5X,5	C 02	573	242	44.2	*'00
Peak Power - Speed (rpm)	2400	ARA	2400	004-7	0052	10057	1047		000	0066	OOCE /	0052	2011
Peak Power - Units	harsepower	borshower	horsensees	herenotere	horsepower	horemoner	horeman	horemotion	horenouer	horenous	horemoniar	horsenower	
Peak Power	134	*	100	110	Sta	121	100	8	110	88	127	15	
Dîsplacement - Units	liters	Liters	Liters	Liters	Litters	Liters	Liters	Litters	Libers	Liters	Liters	Liters	
Displacement	3.62	3.62	3.62	3.62	3.62	3.62	3.62	3.62	3.62	3.62	3.62	3.52	
Config	4	4	4	4	14	Þ	14	4	번	보	寸	14	
	V/N.C	M/A	NIN/A	YYN, L		N/A	N/A	A/A	N.N/A	N/A	N/A		
Corte	S046/2200 N/A	4774/2400 N/A	4784/2400 IN/A	4788/2400 N/A	A790/2400 N/A	C/92/2400 N/A	A/W, 0042/26724	4796/2400 N/A	4798/2400 N/A	4836/2200 N/A	5044/2200 N/A	6222/22C0 N/A	
ſ		- 1	1	904LEGTA DDS/C3.6	í		904J-E36TA 00S/C3.6	904J-E36TA D05/C3.5	- 1	- [	9041-E36TA DDS/C3.6	904U-EGTA D05/C3.6	

# CATERPILLAR

Engine Emissions Data							
For Emissions / Certific	cation feedback and questions, please submit a ticket via our ERC Request Portal						
This emission data is Caterpi	llar's best estimate for this rating. If actual emissions are required then an emission test needs to be run on your engine.						
Serial Number (Machine)							
Serial Number (Engine)	D8X07462						
Sales Model	C7.1						
Regulatory Build Date	28-NOV-2023						
Engine ReRated							
Engine Arrangement Number	5964079						
Certification Arrangement							
Test Spec Number							
Regulatory Status	CAT_Korea						
Regulatory Status	CAT_NR_EPA/CARB_MLIT_R120_EU_China Export						
Labeled Model Year	2024						
EPA Family Code	RPKXL07.0VM1						
EPA Emissions Level	EPA TIER 4f						
EU Emissions Level	EU STAGE V						
Japan Emissions Level	STEP 4 FINAL						
EU Type Approval	e24*2016/1628*2021/1398EV6/D*0132*07						
UN R120 Type Approval	120R-010014						
CORR FL Power at RPM							
Advertised Power							
Total Displacement	7.01 L						
Caterpillar's knowledge. H information and is not liabl	n provided has been compiled from third party sources and is accurate to the best of owever, Caterpillar cannot guarantee the accuracy, completeness, or validity of the e for any errors or omissions contained therein. All information provided should be nd confirmed, including by examining the emissions label located on the engine.						
	Need emission replacement label? Click here!						
24	aa aa ah a						
Caterpillar Confidential: Green Content Owner: Commercial Pro	corres Division						
Content Owner: Commercial Pro Web Master(s): <u>PSG Web Based</u>							
Current Date: 7/2/2024, 7:23:59							
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CALIFORNIA ALE RESOURCES BOARD	į
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PERKINS ENGINES COMPANY LTD.

Pursuant to the authority vested in the California Air Resources Board by Health and Safety Code Division 26, Part 5, Chapters 1 and 2; and pursuant to the authority vested in the undersigned by Health and Safety Code Sections 39515 and 39516 and Executive Order G-19-095;

IT IS ORDERED AND RESOLVED: The engines and emission control systems produced by the manufacturer as described below are certified for use in off-road equipment. Production engines shall be in all material respects the same as those for which certification is granted.

Model Year	Engine Family	Combustion Cycle	Fuel Operation	Fuei Type(s)	Engine Operation
2024	RPKXL07.0VM1	Diesel	Dedicated	Diesel	Variable and Constant Speed

Emission Control Systems	Special Features
[1]: Electronic Direct Injection (DDI), Charged Air Cooler (CAC), Exhaust Gas Recirculation (EGR), Electronic Control Module (ECM), Turbocharger (TC), Diesel Oxidation Catalyst (DOC), Periodic Trap Oxidizer (PTOX), Selective Catalytic Reduction – Urea (SCR-U), Ammonia Oxidation Catalyst (AMOX)	None

The certified engine models are attached.

The listed engine models comply with the following: 1) emission standard limits (STD) and Not-To-Exceed (NTE) limits, as applicable, for criteria pollutants non-methane hydrocarbons (NMHC), nitrogen oxides (NOx), carbon monoxide (CO), and particulate matter (PM), and for smoke opacity as demonstrated during the Acceleration (ACL) and Lugging (LUG) modes, and the peak value (PEAK) in either mode of the Smoke Opacity cycle, as set forth in 13 CCR 2423 and the applicable California test procedures for off-road compression-ignition engines, and 2) family emission limits (FEL) declared by the manufacturer as allowed by the applicable California test procedures, stated in units of gram per kilowatt-hour (g/kWh-hr) and percent opacity (%opacity), respectively, except as noted, or designated as not applicable (\*).

			Crit	oria	Smoke Opacily			
Applicable Standard		NMHC	NOx	co	ΡM	ACL	LUG	PEAK
	STD	0.19	0.40	3,5	0.02	*	+	*
Tier 4 Final 130 ≤ kW ≤ 560	FEL	*	*	*	0.01	*	*	*
	NTE	0.28	0,60	4,4	0.02	*	ĸ	*

**BE IT FURTHER RESOLVED:** Any declared FEL is the emission limit to which all engines must comply in lieu of the standard limit for certification purposes, subject to the restrictions of averaging, banking, or trading (ABT) programs allowed by the applicable California test procedures.

**BE IT FURTHER RESOLVED:** For the listed engine models, the manufacturer has submitted materials to demonstrate certification compliance with 13 CCR 2424 (emission control labels), and 13 CCR Sections 2425 and 2426 (emission control warranty).

**BE IT FURTHER RESOLVED:** The listed engine models may only be installed in or on equipment such that engine operation is consistent with off-road compression-ignition engines as defined in 13 CCR 2421(a)(39).

Engines certified under this Executive Order must conform to all applicable California emission regulations.

Executed on this \_\_\_\_\_\_ day of October 2023.

Tolin U. Lang

Robin U. Lang, Chief O Emissions Certification and Compliance Division

Family: RPKXL07.0VM1		EU NUMBER: U-K-022-0382 D	Uate Applicable: 09/	ble: 09/12/2023	~								
				,	Peak Power			Peak Torque					
Model	Code	Trim	Config	Config Displacement	Power	Speed	Fueling	Torque	Speed	Fueling	ECS Num	GHG	Notes
-		•	1	Ļ	đq	шdл	lb/ħr	lb-ft	шal	lb/hr	•	•	
1206J-E70TTA/C7.1	48\$4/2200	N/A	9	7.01	275	2200	39.5	927 ·	1400	84	-	N/A	NIA
1206J-E70TTA/C7.1	4886/2200	N/A	16	10.7	202	2200	72.5	725	1400	64 S	-	4/N	V/N
1205J-E70TTA/C7.1	#888/2200	N/A	16	10.7	202	2200	R	725	1400	63.5	· +-	N/A	V/N
1206J-E70TTA/C7.1	4890/2200	N/A	16	10.7	302	2200	111.3	946	1400	86.7		N/A	W/W
12069-E70TTA/C7.1	4892/2200	N/A	ß	7.01	225	2200	80.4	805	1400	F	4	NIA	U/N
1206J-E70TTA/C7.1	4894/2200	N/A	9	7.01	302	2200	111.3	940	1400	85 5	1 **	V/N	2/N
1206J-E70TTA/C7.1	4896/2200	N/A	15	7.01	250	2200	£63	895	1400	82.1		N/A	VIN
1206J-E70TTA/C7.1	4898/2200	N/A	16	7.01	225	2200	80.4	805	1400	13	1	N/A	V/N
1206J-E70TTA/C7.1	4900/2200	N/A	IC	1.01	220	2200	88.7	895	1400	813		N/A	V/N
12061-E/0TTA/C7.1	4922/2200	N/A	9	1017	269	2200	111.3	518	1400	86.7		N/A	W/N
1206J-E70TTA/C7.1	4924/2200	N/A	16	Tor	248	2200	100.6	806	1400	58.9		N/A	V/14
1206J-E70TTA/C7.1	4936/2200	N/A	22	7.01	227	2200	\$3.3	805	1400	75.1		N/A	v/w
1206J-E70TTA/C7_1	6224/2000	N/A	9	7.01	225	2000	823	845	1400	80.2	-	N/A	U/A
12063-E70TTA/C7.1	4902/1800	N/A	9	7.01	321	1800	115.4	935	1800	115.4		N/A	NA
1206J-E70TTA/C7.1	5318/1200	N/A	16	10.7	274	1800	82.7	720	1800	82.7		N/A	V/V
1205J-E70TTA/C7.1	6316/1500	N/A	16	7.01	268	1500	93.2	940	1500	93.2	- 1-	N/A	V/N
1206J-E70TTA/C7.1	6750/2000	N/A	9	7.01	205	2000	85.3	1186	1400	71.7		N/A	UN
12061-E70TTA/C7.1	6754/2000	N/A	91	7.01	746	2000	85.2	1102	1400	4	•		

Page 1 of 1

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# CATERPILLAR

	Engine Emissions Data
For Emissions / Certif	ication feedback and questions, please submit a ticket via our ERC Request Portal
For Emissions / Certif	A second s
This emission data is Caterp	illar's best estimate for this rating. If actual emissions are required then an emission test needs to be run on your engine.
Serial Number (Machine)	KTN20209
Serial Number (Engine)	W7N77120
Sales Model	C4.4
Regulatory Build Date	28-OCT-2019
Engine ReRated	
Engine Arrangement Number	4906982
Certification Arrangement	
Test Spec Number	
Regulatory Status	CAT Korea
Regulatory Status	CAT_NR_EPA/CARB_MLIT_EU_R120_R96_China Export
Labeled Model Year	2019
EPA Family Code	KPKXL04.4MT1
EPA Emissions Level	EPA TIER 4f
EU Emissions Level	IV
Japan Emissions Level	STEP 4 FINAL
EU Type Approval	c5*97/68RA*2012/46*1002*00
UN R96 Type Approval	96R-043599R
Korea Type Approval	C4.4+4328/2000//15EN*PE*01
UN R120 Type Approval	120R-011138
CORR FL Power at RPM	
Advertised Power	
Total Displacement	4.40 L
Caterpillar's knowledge. F information and is not liab	on provided has been compiled from third party sources and is accurate to the best of lowever, Caterpillar cannot guarantee the accuracy, completeness, or validity of the le for any errors or omissions contained therein. All information provided should be nd confirmed, including by examining the emissions label located on the engine.
	Need emission replacement label? Click here!
Caterpillar Confidential: Green Content Owner: Commercial Pro Web Master(s): <u>PSG Web Based</u> Current Date: 7/2/2024, 7:18:57	Systems Support
Current Date: 7/2/2024, 7:18:57 © Caterpillar Inc. 2024 All Righ	
Data Privacy Statement.	

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A CALIFORNIA	PERKINS ENGINES COMPANY LTD.	EXECUTIVE ORDER U-R-022-0218 New Off-Road Compression-ignition Engines Page 1 of 2

Pursuant to the authority vested in California Alr Resources Board by Sections 43013, 43018, 43101, 43102, 43104 and 43105 of the Health and Safety Code; and

Pursuant to the authority vested in the undersigned by Sections 39515 and 39516 of the Health and Safety Code and Executive Order G-14-012;

IT IS ORDERED AND RESOLVED: That the following compression-ignition engines and emission control systems produced by the manufacturer are certified as described below for use in off-road equipment. Production engines shall be in all material respects the same as those for which certification is granted.

MODEL YEAR	ENGINE FAMILY	DISPLACEMENT (liters)	FUEL TYPE	USEFUL LIFE (hours)
2019	KPKXL04.4MT1	4,4	Diesel	8000
SPECIAL	FEATURES & EMISSION	CONTROL SYSTEMS	TYPICAL EQUIPMENT	APPLICATION
Coole Recircul	c Direct Injection, Turboo er, Engine Control Modul lation, Dieael Oxidation ( Reduction-Urea, Ammoni	le, Exhaust Gas Catalyst, Selective	Crane, Loaders, Tractor, Doze Generator S	r, Pump, Compressor, Set

The engine models and codes are attached.

The following are the exhaust certification standards (STD) and certification levels (CERT) for non-methane hydrocarbon (NMHC), oxides of nitrogen (NOx), or non-methane hydrocarbon plus oxides of nitrogen (NMHC+NOx), carbon monoxide (CO), and particulate matter (PM) in grams per kilowatt-hour (g/kw-hr), and the opacity-of-smoke certification standards and certification levels in percent (%) during acceleration (Accel), lugging (Lug), and the peak value from either mode (Peak) for this engine family (Title 13, California Code of Regulations, (13 CCR) Section 2423):

RATED POWER	EMISSION				EXHAUST (g/kw-	hr)	· · · · · · · · · · · · · · · · · · ·	OF	ACITY (%	ı)
CLASS	CATEGORY		NMHC	NOx	NMHC+NOx	CO	PM	ACCEL	LUG	PEAK
56 ≤ kW < 130	Tier 4 Final	OPTIONAL STD	0.19	0.40	N/A	5.0	0.02	N/A	N/A	N/A
8		CERT	0.01	0,30		0.02	0,01		***	

BE IT FURTHER RESOLVED: That for the listed engine models, the manufacturer has submitted the information and materials to demonstrate certification compliance with 13 CCR Section 2424 (emission control labels), and 13 CCR Sections 2425 and 2426 (emission control system warranty).

BE IT FURTHER RESOLVED: That for the listed engine models, the manufacturer has complied with the more stringent set of standards from the various power categories in conformance with Section 1039.230 (e) of the "California Exhaust Emission Standards and Test Procedures for 2008 and Later Tier 4 Off-Road Compression-Ignition Engines, Part I-D" adopted October 20, 2005 and last amended October 25, 2012.

BE IT FURTHER RESOLVED: That the manufacturer has elected to include engine models in this engine family which are identified for "emergency equipment use only". These "emergency equipment use only" engines are exempt from requirements imposed pursuant to California law and the regulations adopted pursuant thereto for motor vehicle pollution control devices per California Vehicle Code Section 27156.2. The manufacturer must clearly label these engines for "emergency vehicle use only" on the engines' emission control label.

CALIFORNIA AIR RESOURCES BOARD Æ

Engines certified under this Executive Order must conform to all applicable California emission regulations.

This Executive Order is only granted to the engine family and model-year listed above. Engines in this family that are produced for any other model-year are not covered by this Executive Order.

Executed at El Monite, California on this

day of October 2018.

Annette Hebert, Chief Emissions Compliance, Automotive Regulations and Science Division

60 # Date :	U-E-022-0212	2-0212	Ū.	Engine Model Summary Template	ummary. Te	mplate				
Engine Family		1.Engine Code 2.Engine Model	3.BHP@RPM (SAE Gross)	4.Fuei Rate: mm/stroke @ peak HP (for diese! only)	5.Fuel Rate: (bs/tr) @ peak HP (for diesels only)	6.Torque @ RPM (SEA Gross)	7. Fuel Rate: min/stroke@peak torque	, 8.Fuel Rate: (bathr)@peak torqu	8.Fuel Rate: 9.Emission Control (Device Per SAE J1930)	
KPKXL04.4MT1	Cert Test 1.	Cert Test 1 + 40742200	148@2200	114	<u>я</u>	413@1400	125.7 °	R	DDI TAA ECM DOC EGR SCR AMOX EPR	
KPKXL04.4MT1	-	4074/2200	148@2200	114	ß	413@1400	125.7	S.	DDI TAA ECM DOC EGR SCR AMOX EPR	
KPKXL04.4MT1	2	4138/2200,	142@2200	110	ß	413@1400	125.2	<b>8</b>	DDI TAA ECM DOC EGR SCR AMOX EPR	•
KPKXL04.4MT1	ю	4136/2200	137@2200	106	5	413@1400	125.6	Ŗ	DDI TAA ECM DOC EGR SCR AMOX EPR	
KPKXL04.4MT1	4	4134/2200	131@2200	103	2 <u>2</u>	391@1400.	<b>1</b>	37	DDI TAA ECM DOC EGR SCR AMOX EPR	

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APPRCHMENT 1 OF 4

АТЛЕНИЕМТ 2.07 4 50 # U-R-022-0218 Дате 09 129 1208

# Engine Model Summary Template

	Control AE J1930	A ECM EGR MOX	A ECM EGR WOX	A ECM EGR MOX	A ECM EGR WOX	A ECM EGR WMOX *R
	8. Fuel Rate: 9. Emission Control (Eschry@peak torqueDevice Per SAE J1330	DDI TAA ECM DOC EGR SCR AMOX EPR	DDI TAA ECM - DOC EGR SCR AMOX EPR			
		. 37	×	£	Ŕ	2
	7.F.uel Rate: mm/stroke@peak torque	121.9	114.6	114.6	114.6	102.3
	6.Tarque @ RPM (SEA Gross)		369@1400	369@1400	369@1400	332@1400
	5.Fuai Rate: (bs/m) @ peak HP (for dissets only)	45	ស្ដំ ភូមិ	4	43	4
	4.Fuel Rate: 5.Fuel Rate: mmvstroke @ peak HP {bs/m} @ peak HP (for dieset only) (for diesets only)	5.	8	100	8	æ
	3.BHP@RPM (SAE Gross)		122@2200	122@2000		110@2200
रू।दू र	2.Engine Model	4132/2200	4092/2200	4328/2000	4130/2200	4126/2200
2190 121 2018	1.Engine Code	۰ م	Q	۲	∞	ത
- INATE	Engine Family	KPKXL04.4MT1	KPKXL04 4MT1	KPKXL04.4MT1	. KPKXL04.4MT1	KPKXLD4.4MT1

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ATTACHMENT 3 07 4 To 7 U-R-022-0218

Engine Model Summary Template

DATE	07/ 27] 2018	60	đ	<b>Engine mogel Summary Template</b>	ummary le	nplate				•
Engine Family 1. Engine Code	1	2.Engine Model	3.BHP@RPM (SAE Gross)	4.Fuel Rate: 5.Fuel Rate: mm/stroke @ peak HP (lbs/hr) @ peak HP (for dissed only) (for disacts only)		6.Torque @ RPM (SEA Gross)	7 Fuel Rate: mm/stroke@peak torque	8.Fuel Rate: (Ibs/h)@peak torque	8.F.Uel Rate: 9.Emission Control (Dafn7)@peak torqueDevice Per SAF J1920	
KPKXL04.4MT1	10	4128/2200	100@2200	8		<b>332@1400</b>		3	DDI TAA ECM DOC EGR SCR AMOX EPR	
KPKXL04.4MT1	<b>7</b>	4248/2000	100@2000	88	۰ ۳	332@1400	102.3	34	DDI TAA ECM DOC EGR SCR AMOX EPR	,
KPKXL04.4MT1	5	4072/2200	94@2200	82	Ř	332@1400	102.3	<del>ار</del>	DDI TAA ECM DOC EGR SCR AMOX EPR	
KPKXL04.4MT1	Έ	3996/2200	88@2200	8	R	332@1400	102.3	ŵ	DDI TAA ECM DOC EGR SCR AMOX EPR	
KPKXL04.4MT1	14 AK444 (Emergency)	4132/2200	124@2200	\$	. मुट्रै	391@1400	121.9	37	DDI TAA ECM DOC EGR SCR AMOX EPR	

ATREMENT & OF	) 								
er - 0	U-R-022-0218 07/27/21818	En	Engine Model Summary Template	ummary Tei	mplate				
1.Engine Code	2 Endine Model	3.BHP@RPM SAF Grovel	4.Fuel Rate: 5.Fuel Rate: mmtstroke @ peak HP (Its/Mr) @ peak HP ffor diversion mixt	5.Fluel Rate: 5.Fluel Rate: ((Its/hr) @ peak HP (fibr diseate: color)	6.Torque @ RPM /sec Conny	7.Fuel Rate: mm/stoke@peak	8.Fuel Rate:	8.F.uel Rate: 9.Emission Control	
8			8	42	332@1400	102.3	31	DDI TAA ECM DOC EGR SCR AMOX EPR	- <b>11</b>
15 AK444 (Emergency)	4128/2200	100@2200	20	R R	332@1400	102.3	3	DDI TAA ECM DOC EGR SCR AMOX EPR	
* 17 AK444 (Emergency)	3996/2200	88@2200	75	ŝ	332@1400	102.3	Ř	DDI TAA ECM DOC EGR SCR AMOX EPR	
						с 1	TAA =	= 72 t CAC	
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CALIFORNIA AIR RESOURCES BOARD	CUMMINS INC.	EXECUTIVE ORDER A-021-0768-1 New On-Road Heavy-Duty Engines Page 1 of 2
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Pursuant to the authority vested in California Air Resources Board by Health and Safety Code Division 26, Part 5, Chapter 2; and pursuant to the authority vested in the undersigned by Health and Safety Code Sections 39515 and 39516 and Executive Order G-19-095:

IT IS ORDERED AND RESOLVED: The engine and emission control systems produced by the manufacturer are certified as described below for use in on-road motor vehicles with a manufacturer's GVWR over 14,000 pounds. Production engines shall be in all material respects the same as those for which certification is granted.

MODEL YEAR	ENGINE FAM	ILY	ENGINE SIZES (L)	FUEL TYPE <sup>1</sup>	STANDARDS & TEST PROCEDURE	SERVICE CLASS <sup>2</sup> ECS & SPECIAL       MHDD     DDI, TC, CAC, EC PTOX, SCR       MISSIONS CONTROL <sup>5</sup>	ECS & SPECIAL FEATURES <sup>3</sup>	
2023	PCEXH0540	LCA	8.9	Diesel	Diesel	MHDD	DDI, TC, CAC, ECM, EGR-C, OC, PTOX, SCR-U, AMOX	OBD(\$)
	ENGINE'S IDLE			At	DITIONAL IDLE EN	IISSIONS COI	NTROL <sup>5</sup>	
	30g				N	/A		
ENGINE (1	-)			ENGINE MC	DELS / CODES (rat	ted power, in	hp)	
8.9				See attachm	ent for engine mo	odels and ra	atings	

T=rio: applicable; GVWR=gross vehicle weight rating; 13 CCR xyz=Title 13, California Code of Regulations, Section xyz; 40 CFR 86.abc=Title 40, Code of Federal Regulations, Section 86.abc; L=liter; hp=horsepower; kw=kilowatt; hr=hour;

CNG/LNG=compressed/ilquefied natural gas; LPG=liquefied petroleum gas; E85=85% ethanol fuel; MF=multi fuel a.k.a. BF=bl fuel; DF=dual fuel; FF=flexible fuel; 2

L/M/H HDD=light/medium/heavy heavy-duty diesel; UB=urban bus; HDO=heavy duty Otto;

Livern Bub-Ingrutinedaumneavy neavy-duty diesel; UB-urban bus; HDO-sheavy duty Otto;
 ECS=emission control system; TWC/OC=three-way/oxidizing catalyst; NAC=NOx adsorption catalyst; SCR-U / SCR-N=selective catalytic reduction – urea / – ammonia; WU (prefix)=warm-up catalyst; DPF=diese] particulate filter; PTOX=periodic trap oxidizer; HO25/O25=heated/aircfuel associate in precision; GCARB=gaseous carburetor; IDI/DDI=indirect/direct diesel injection; TCJSC=turbo/super charges; CAC=charge eir cooler; EGR / EGR-C=exhaust gas recirculation / cooled EGR; PAIR/AIR=pulsed/scondary air injection; SPL=smoke puff limiter; ECM/PCM=engine/powertrain control module; EM=angine modification; AMOX=Ammonia Oxidation Catalyst; NOXS=NOX sensor; 2 (prefix)=parallel; (2) (suffix)=in series;
 ESS=engine shutdown system (per 13 CCR 1956.8(a)(6)(A)(1); 30g=30 g/hr NOX (per 13 CCR 1956.8(a)(6)(C); APS =internal combustion auxiliary power system; ALT=alternative method (per 13 CCR 1956.8(a)(6)(B) or for CNG/LNG fuel systems; INA=not applicable (e.g., Otto engines and vehicles);
 EM=engine manufacturer diagnostic system (13 CCR 1971): OBD/F1/(P) / (P) / (P

EMD=engine manufacturer diagnostic system (13 CCR 1971); OBD(F) / (P) / (\$)=full / partial with a fine / on-board diagnostic;)

Following are: 1) the FTP exhaust emission standards, or family emission limit(s) as applicable, under 13 CCR 1956.8; 2) the SET and NTE limits under the applicable California exhaust emission standards and test procedures for heavyduty diesel engines and vehicles (Test Procedures); and 3) the corresponding certification levels, for this engine family. "Diesel" CO, SET and NTE certification compliance may have been demonstrated by the manufacturer as provided under the applicable Test Procedures in lieu of testing. (For flexible- and dual-fueled engines, the CERT values in brackets [] are those when tested on conventional test fuel. For multi-fueled engines, the STD and CERT values for default operation permitted in 13 CCR 1956.8 are in parentheses.).

in [	NM	IHC	N	Ox	NMH	C+NOx	C	0	F	PM	HC	но
g/bhp-hr	FTP	SET	FTP	SET	FTP	SET	FTP	SET	FTP	SET	FTP	SET
STD	0.14	0.14	0.20	0.20	*	*	15.5	15.5	0.01	0.01	*	*
CERT	0.03	0.03	0.09	0.04	*	*	0.1	0.00	0.01	0.004	*	*
NTE	0.:	21	0.	30		*	19	.4	0.	02		ł

g/bhp-hr=grams per brake horsepower-hour; FTP=Federal Test Procedure; SET=Supplemental emissions testing; NTE=Not-to-Exceed; STD=standard or emission test cap; FEL=family emission limit; CERT=certification level; NMHC/HC=non-methane/hydrocarbon; NOx=oxides of nitrogen; CO=carbon monoxide; PM=particulate matter; HCHO=formaldehyde;

BE IT FURTHER RESOLVED: The manufacturer has demonstrated compliance with the Greenhouse Gas Emission Standards as specified in Title 13 CCR 1956.8 and the incorporated "California Exhaust Emission Standards and Test Procedures for 2004 and Subsequent Model Heavy Duty Diesel-Engines and Vehicles" (HDDE Test Procedures) adopted December 12, 2002, as last amended September 9, 2021.

Р	PRIMARY INTENDED SERVICE CLASS: Tractor/Vocational			
ln g/bhp-hr	COz			
	FTP	SET	CH₄	N₂O
STD	545	473	0.10	0.10
-CL	525	492	*	*
EL	541	507	0.10	0.18
CERT	523	492	0.02	0.15
g/bhp-hr=gra	ms per brake horsepower-hour; FTP=	Federal Test Procedure: SET=Supplemental	emissions testing: STD = standard or emiss	on test cap: EEI -family amission limit

FCL=family certification level; CERT=certification level; CO2=carbon dioxide; CH4=methane; N2O=nitrous oxide; VOCATIONAL=vocational engine; TRACTOR=tractor engine

BE IT FURTHER RESOLVED: Certification to the FEL(s) / FCL(s) listed above, as applicable, is subject to the following terms, limitations and conditions. The FEL(s) / FCL(s) is the emission level declared by the manufacturer and serves in lieu of an emission standard for certification purposes in any averaging, banking, or trading (ABT) programs. It will be used for determining compliance of any engine in this family and compliance with such ABT programs.

**BE IT FURTHER RESOLVED:** For the listed engine models the manufacturer has submitted the materials to demonstrate certification compliance with 13 CCR 1965 (emission control labels), 13 CCR 1971.1 (on-board diagnostic, full or partial compliance) and 13 CCR 2035 et seq. (emission control warranty).

**BE IT FURTHER RESOLVED:** That the manufacturer has elected to include engine models in this engine family which are identified for "emergency vehicle use only". These "emergency vehicle use only" engines are exempt from requirements imposed pursuant to California law and the regulations adopted pursuant thereto for motor vehicle pollution control devices per California Vehicle Code Section 27156.2. The manufacturer must clearly label these engines for "emergency vehicle use only" on the engines' emission control label.

**BE IT FURTHER RESOLVED:** Except in vehicle applications exempted per 13 CCR 1956.8(a)(6)(B), engines in this engine family certified under 13 CCR 1956.8(a)(6)(C) [30 g/hr NOx] and section 35.B.4 of the incorporated "California Exhaust Emissions Standards and Test Procedures for 2004 and Subsequent Model Heavy-Duty Diesel Engines and Vehicles" (HDDE Test Procedures) adopted December 12, 2002, as last amended September 9, 2021, shall be provided with an approved "Certified Clean Idle" label that shall be affixed to the vehicle into which the engine is installed.

**BE IT FURTHER RESOLVED:** The listed engine models L9 260, L9 270, L9 300, L9 330, L9 350, L9 360, PX-9 260, PX-9 270, PX-9 300, PX-9 330, PX-9 350, and PX-9 360 are conditionally certified in accordance with 13 CCR Section 1971.1 (k) (deficiency and fines provisions for certification of malfunction and diagnostic system) because the heavyduty on-board diagnostic (HD OBD) system has been determined to have three deficiencies, and therefore is approved subject to the manufacturer paying a fine of \$50 per engine for the third deficiency in the listed engine family that is produced and delivered for sale in California. On a quarterly basis, the manufacturer shall submit to California Air Resources Board reports of the number of engines produced and delivered for sale in California certification. Payment shall be made payable to the State Treasurer for deposit in the Air Pollution Control Fund no later than thirty (30) days after the end of each calendar quarter during the 2023 model-year production period. Failure to pay the quarterly fine, in full, in the time provided, may be cause for the Executive Officer to rescind this conditional certification, effective from the start of the quarter in question, in which case all engines covered under this conditional certification for that quarter and all future quarters would be deemed uncertified and subject to a civil penalty of up to \$40,725 per engine pursuant to HSC Section 43154. Engines certified under this Executive Order must conform to all applicable California emission regulations.

The Bureau of Automotive Repair will be notified by copy of this Executive Order.

This Executive Order hereby supersedes Executive Order A-021-0768 dated November 29, 2022.

Executed on this <u>30th</u> day of October 2023.

Robin U. Lang

Robin U. Lang, Chief *O* Emissions Certification and Compliance Division

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Engine	Mode)s	
SUBRIE.	THOMBIN	

Attachment: Engine Models EO #: A-021-0768-1 Family: PCEXH05401CA Attachment Last Revised: 10/27/2023

Code	Trim	Config	Displac	trans	Units	cement -	Pea	k Power	Peak Power - Units	Peak Power - Speed (rpm)	Pesk Power - Fueling	Peak Power Units	Peak Torque	Peak Torque - Units	Peak Torque - Speed (rpm)	Peak Torque - Puel	Peak Torque Fuel Units	UBD	a l la	Special Notes	
50 LM12	N/A	16		8.9		Liters		450	horsepower	2100	160	lb/hr	1250	ili-it	1200	96	ib/hr	Partial with Fines	GHG	Special Notes N/A	
0 LMZ	N/A	16		8.9		Liters		400	hor sepower	2200	141	lb/hr	1250	b-#t	1200	96	lb/hr	Partial with Fines	Vocational	N/A	Ņ/A N/A
Ro LIMIA	N/A	16		8.9		Liters		380	horsepower	2100	132	lb/hr	1250	lb.0t	1200	96	lb/hr	Partial with Fines	Vocational	N/A	N/A
0 LM4	N/A	16		8.9		Liters		360	horsepower	2200	134	lb/hr	1150	·  b-ft	1200	. 50	1b/hr	Partial with Fines	Vocational	N/A	N/A M/A
LMS	N/A	16		8.9		Liters		370	horsepower	2100	126	lb/hr	1250	ib-ft	1200	96	ib/hr	Partial with Finos	. Vocational	N/A	N/A
). LMG	N/A	6		8.9	1.11	Liters		360	horsepower	2200	133	lb/hr	1150	ilu-ft	1200	86	b/hr	Partial with Fines			
D LM7	N/A	16		8.9		Liters	· ·	350	horsepower	2200	128	lb/hr	1050	ib-ft	1200		íb/hr		Vocational	N/A	R/A
SMJ . C	N/A	16		8.9		Liters	11	330	harsepower	2200	119	lb/hr	1000	lb-ft	1200	73	lb/hr	Partial with Fines	Vocational	N/A	N/A
LM9	N/A	16		8,9		Liters		300	horsepower	2200	108	b/hr	860	. 15-11				Partial with Fines	Vocational	N/A	N/A
LM10	N/A	. 16		8.9		Liters		270	harsepower	2200		lb/hr	860		1200 1200	57	ib/hr	Partial with Finos	Vocational	N/A	N/A
1M11	N/A	16		8.9		Uters		260	horsepawer	2200	90	lb/hr	860	lb ft		57	lo/nr	Partial with Fines	Vocational	N/A	N/A
LM12	- N/A	16		8.9		Liters		350		2200					1200	57	[b/hr	Partial with Fines	Vocational	N/A	N/A
LINES	N/A	16		8.9	÷			380	horsepawer	2100	119	lb/hr	1000	b-ft	1200	73 .	lb/hr	Partial with Fines	Vocational	N/A	N/A
LNA3		16		8.9	12.1.44	Liters			horsepower		132	lb/hr	1250	lb-ft	1200	96	lb/hr	Partial with Fines	Tractor	N/A	N/A
	N/A					Liters		380	horsepower	2200	134	lb/hr	1150	lb-ft	1200	87	lb/hr	Partial with Fines	Tractor	N/A	N/A
LM5	N/A	16		8.9	÷.	Liters		370	harsepower	2100	126	fb/hr	1250	lb-ft	1200	96	lla/hr	Partial with Fines	Tractor	N/A	N/A
LM6	N/A	16		6,9		Liters		360	horsepower	2200	133	lb/hr	1150	fb-ft	1200	85	lb/hr	Partial with Fines	Tractor	N/A	N/A
	N/A	16		B.9	-	liters		350	horsepower	2200	128	lb/hr	1050	fb-ft	1200	77	lb/hr	Partial with Fines	Tractor	N/A	M/A
LM8	N/A			B.9	i	Liters		330	horsepower	2200	119	lb/hr	1000	lb-ft	1200	73	tb/hr	Partial with Fines	Tractor	N/A	N/A
LM9	N/A	16		8.9		Liters		300	horsepower	2200	108	lb/hr	860	lb-ft	1200	57	lb/hr	Pattlal with Fines	Tractor	N/A	N/A
LM10	N/A	. 16	- 1 - L.	5.9		Liters		270	horsepower	2200	D6	lb/hr	860	lð-ft	1200	57	lb/hr	Partial with Fines	Tractor	N/A	N/A
LM11	N/A	1G		5.9		Liters		260	horsepower	2200	93	lb/hr	860	lb-ft	1200	57	lb/hr	Partial with Fines	Tractor	N/A	N/A
LM12	N/A	16		9.9		Liters		350	liorsepower	2200	119	lb/hr	1000	lb-ft	1200	. 73	lb/hr	Partial with Fines	Tractor	N/A	N/A
D LM1	N/A	16	1	9.9		Liters		450	horsepower	2100	160	lb/hr	1250	b-ft	1200	96	ib/hr	Partial with Fines	Vocational	N/A	N/A
D LIM2	N/A	6	1	3.9	-	Liters		100	horsepower	2200	141	b/hr	1250	ih e	1200	96	lb/hr	Partial with Fines	Vocational	R/A	N/A
D : LINEB	N/A	6		8,9		Liters		380	horsepower	2100	132	tb/hr	1250	j	1200	95	lb/hr	Partial with Fines	Vocational	N/A	
LIM4	N/A	15		.9		Liters		380	horsepower	2200	134	lb/hr	1150	lb-h	1200		lb/hr	Partial with Fines	Vocational	N/A	N/A
2 LM5	N/A	. 16		1.9	5.1	Liters	ĩ	370	horsepower	2100	126	lb/hr	1250		1200	96	b/hr	Partial with Fines	Vocational	N/A	
9 LM6	N/A	- 16	,	1.9		Liters		360	horsepower	2200	133	. lb/hr	1150	lb-ft	1200	86	b/hr				N/A
0 LM7	N/A	16		3,9	1.1	Liters	2	350	horsepower	2200	128	lb/hr	1050	· Ib-ft	1200			Partial with Fines	Vocational	N/A	N/A
0. LM8	N/A			1.9	2.00	Liters		330	horsepower	2200	119	le/hr	1000	lb-ft	1200		1b/hr	Partial with Fines	Vocational	N/A	N/A
O LM9	N/A	16		1.9		Liters		300	dense, ere dens ere	2200	108	a a far a san Andra		ib-ft		75	lb/hr	Partial with Fines	Vocational	N/A	N/A
D LM10	N/A	. IG		1.9	1.11	Liters		270	horsepower	2200	. 96	lb/hr	860		1200	57	lb/hr	Partial with Fines	Vocational	N/A	N/A
	N/A	15		1.9	- E - E - E	Liters		260	horsepower	2200	6	lb/hr	860	lb-ft	1200	57	fb/hr	Partial with Fines	Vocational	N/A	N/A
0 LM11 D LM12	N/A	16					11		horsepower		93	lb/hr	860	lib-ft	1200	57	lp/hi	Partial with Fines	Vocational	N/A	N/A
				1.0		Liters	5	350	horsepower	2200	119	lb/hr	1000	llø-ft	1200	73	ľb/hr	Partial with Fines	Vocational	N/A	N/A
L LM3	N/A	6		19		Liters	÷.	360	harsepower	2100	132	lb/hr	1250	b ft	1200	96	lb/hr	Partial with Fines	Trackor	N/A	N/A
LM1	N/A			9.9	1	Liters		380	horsepower	2200	134	j lb/hr	1150	lb-ft	1200	B7	lb/hr	Partial with Fines	Tractor	N/A	N/A
LMS	N/A	16		.9	.)	Liters		370	horsepower	2100	126	lb/hr	1250	lb-ft	1200	96	lb/hr	Partial with Fines	Tractor	N/A	N/A
) LIME	N/A	16		.9		Liters		360	horsepower	2200	133	lb/hr	1150	lb-ft	1200	BG	lb/hr	Partial with Fines	Tractor	N/A	N/A
LIM7	N/A	IG		.9	1.	Liters		350	horsepower	2200	128	lb/hr	1050	lb-ft	1200	77	lb/in	Partial with Fines	Tractor	N/A	N/A
D IMB	N/A	16		.9	S	Liters		330	horsepower	2200	119	lb/hr	1000	lb-ft	: 1200	73	lb/hr	Partial with Fines	Tractor	N/A	N/A
LM9	N/A	. 16		.9		liters		300	horsepower	2200	108	lb/hr	860	ib-ft	1200	57	Ib/hr	Partial with Fines	Tractor	N/A	N/A
LM10	N/A	FG	8	.9		Liters		270	horsepower	2200	96	. lb/hr	860	Ib-ft	1200	. 57	lb/hr	Partial with Fines	Tractor	N/A	N/A
LM11	N/A	16		,g		Liters		260	horsepower	2200	. 93	lb/hr	860	lb-ft	1200	57	lb/hr	Partfal with Hines	Traclor	N/A	N/A
LM12	N/A	- 71		.9		Liters		350	horsepower	2200	119	lb/hr	1000	lb-ft	1200	73	lb/hr	Partial with Fines	Tractor	N/A	N/A
LME1	N/A	- 16	8	.9		Liters		150	horsepower	2100	160	lb/hr	1250	lb-ft	1200	96	1b/hr	Partial with Fines	Vocational	1	fguncy Rati
LME2	N/A	: 15	. 8	. و		Liters		400	harsepower	2200	141	lb/hr	1250	b-ft	1200	36	lb/hr	Partial with Fines	Vocational		rgency Rati
LIME3	N/A	6				Liters		380	horsepower	2200	134	lþ/hr	1150	. lb-ft	1200		ib/hr	Partial with Fines	Vocational		
LME4	N/A	16			1.1	Liters		370	horsepower	2300	125		1150	lb-ft	1200	96	tb/hr	Partial with Fines	Vocational		rgency Rati
LIMES	N/A	6		.9	1	Liters		360	horsepower	2200	133	10/hr	1150	b-ft	1200	36	10/11 10/11				rgency itati
LMES	N/A	16				1iters	1. J. J.	350	horsepower	2200	128	b/hr	1050	la-ft	1200		lb/hr	Partial with Fines	Vocational		rgency Rati
LMES	N/A				1	Liters	1	330		2200	119	. 10/1/r						Partial with Fines	Vocationsi		rgency Rati
LME7	N/A	16		.9		Ulers		300	horsepawer horsepawer	2200			1000	b-ft	1200	73	lb/hr	Partial with Fines	Vocational		rgency Aati
. LMEB	N/A	· · · · · · ·				Liters					108	tb/hr	B60	b-ft	1206		lb/hr	Partial with Fines	Vocational		rgency llati
LME3	N/A	. IG .					1.1	270	horsepower	2200	95	tb/hr	800	b-R	1200	57	lb/hr	Partial with Fines	Vocational		rgency flath
LMES	N/A N/A	15		.9		Liters .		380	horsepower	2200	134	ib/hr	1150	b-R	1200		. lb/hr	Partial with Fines	Tractor		rgency Rail
				9		Líters	1	370	horsepower	2100	126	lb/hr	1250	lb-A	1200	96	lb/hr	Partial with Fines	Tractor		rgency Rati
t Me5	N/A			e		Liters		350	horsepower	2200	128	lb/hr	1050	ft-ft	1200	77	lb/hr	Partial with Fines	Tractor	N/A Ener	rgency Rati
LME6	N/A	[6				Liters		330	horsepower	2200	119	lb/hr	1000	lb-ít	1200	73	lb/hr	Partial with Fines	Tractor		rgency flat
LME7	N/A	10		.9		Liters		300	horsepower	2200	108	lb/hr	860	lb-ft	1200	57	lb/hr	Partial with Fines	Tractor		rgency Ratia
LMES	N/A	16		.9		Liters	1	270	harkepower	2200	96	lb/hr	800	lb-ft	1200	57	lb/hr	Partial with Fines	Tractor		rgency Rath
LME1	N/A	- 16	8	.9		Liters		450	harsepower	2100	160	: lb/hr	1250	lb-ft	. 1200	96	lb/hr	Partial with Fines	Vocational		rgency Ratio
				.9		Liters		400													

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PX-9 380		N/A	16		6,9		Liters		380	horsepower	2200			1150	 lb-ít	1200		÷	ib/hr	Partial with Fines	Vocational	N/A	Emergency Reting Only
PX-9 370			16	<u>.</u>	8.9		Liters		370	liorsepower	2100	126	lb/hr	1250	b-ft	1200		6 .	(b/hr	Partiel with Fines	Vocational	N/A	Emergency Ratina Only
PX-9 360		N/A	10		8.9		Liters		360	horsepower	2200	: 133	 lb/hr	1150	 lb-ft	1200	8	6	lb/hr	Partial with Fines	Vocational	N/A	Emergency Rating Only
PX-9 350			15		8.9		Liters		350	horsepower	2200	128	 lb/hr	1050	lb-ft	1200	7	7	lb/hr	Partial vith Fines	Vocational	N/A	Emergency Rating Only
PX-9 330		N/A	16		8.9	1.	Liters		330	horsepower .	2200	119	b/hr	2000	lb-ft	1200		3	lb/hr	Partial with Fines	Vocational	N/A	Emergency Rating Only
PX-9 300	LIME7	N/A	. IE		8.9	1.1	Liters	÷	300	horsepower	2200	· 103	lb/hr	860	 413-Ft	1200	S	7	lb/hr	Partial with Fines	Vocational	N/A	Emergency Rating Only
PX-9 270	LME8	N/A	6		8.9		Liters		270	horsepower	2200	96	lb/hr	BOO	rb-ft	1200	5	7	lij/hr	Partial with Fines	Vocational	N/A	Emergency Batine Only
PX-9 380	LMES	. N/A	16		8.9		Liters		380	horsepower	2200	134	 lb/hr	1150	lb-ft	1200		7	lb/hr	Partial with Fines	Tractor	N/A	<ul> <li>Emergency Bating Only</li> </ul>
PX-9 370	LME4	. N/A	16		8.9	-	Liters		370	horsepower .	2100	126	 lb/hr	1250	lð-ft	1200	9	6	lb/hr	Partial with Finos	Tractor	N/A	Emergency Rating Only
PX-9 350	LMES	' N/A			8.9		Liters		350	harsepower	2200	. 128	lb/hr ·	1050	lb-ft	1200	7		lb/hr	Partial with Fines	Tractor	N/A	Smeraenry Ration Only
06E P-X9		N/A	16		B.9		Liters		330	horsepower .	2200	. 119	lb/lu	1000	lb-ft	1200	7	3	lb/hr		Tractor	N/A	Emergency Rating Only
DOF 6-X4	LME7	- M/A	6		6,9		Utors		300	horsepower	2200	108	tb/hr	860	lb•ft	1200	5	7 .	lb/hr	Partial with Fines	Tractor	N/A	Emergency Rating Only
PX-9 270	LMES	N/A	. 15		8,9		Liters		270	horsepower	2200	95	 lb/hr	800	 lb-ft	1200	5		ib/hr	Partial with Fines	Tractor	N/A	Emergency Rating Only

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CALIFORNIA AIR RESOURCES BOARD	
SIG 11 MAIR RESOURCES BOARD	

Pursuant to the authority vested in California Air Resources Board by Sections 43013, 43018, 43101, 43102, 43104 and 43105 of the Health and Safety Code; and

Pursuant to the authority vested in the undersigned by Sections 39515 and 39516 of the Health and Safety Code and Executive Order G-19-095;

IT IS ORDERED AND RESOLVED: That the following compression-ignition engines and emission control systems produced by the manufacturer are certified as described below for use in off-road equipment. Production engines shall be in all material respects the same as those for which certification is granted.

MODEL YEAR	ENGINE FAMILY	DISPLACEMENT (liters)	FUEL TYPE	USEFUL LIFE (hours)
2021	MPKXL03.6FX1	3.62	Diesel	8000
	FEATURES & EMISSION		TYPICAL EQUIPMENT	
Cha Diesel Oxid	actronic Direct Injection, arge Air Cooler, Engine C ation Catalyst, Periodic rculation, Selective Catal Ammonia Oxidation (	Control Module, Frap Oxidizer, Exhaust ytic Reduction-Urea,	Crane, Loaders, Tractor, Dozer Generator S	

The engine models and codes are attached.

The following are the exhaust certification standards (STD) and certification levels (CERT) for non-methane hydrocarbon (NMHC), oxides of nitrogen (NOx), or non-methane hydrocarbon plus oxides of nitrogen (NMHC+NOx), carbon monoxide (CO), and particulate matter (PM) in grams per kilowatt-hour (g/kw-hr), and the opacity-of-smoke certification standards and certification levels in percent (%) during acceleration (Accel), lugging (Lug), and the peak value from either mode (Peak) for this engine family (Title 13, California Code of Regulations, (13 CCR) Section 2423):

RATED POWER	EMISSION			1	EXHAUST (g/kw-l	hr)		OF	PACITY (%	<b>b</b> )
CLASS	STANDARD CATEGORY		NMHC	NOx	NMHC+NOx	со	PM	ACCEL	LUG	PEAK
56 <b>≤</b> kW < 130	Tier 4 Final	STD	0.19	0.40	N/A	5.0	0.02	N/A	N/A	N/A
		CERT	0.02	0.23		0.2	0.01			

**BE IT FURTHER RESOLVED:** That for the listed engine models, the manufacturer has submitted the information and materials to demonstrate certification compliance with 13 CCR Section 2424 (emission control labels), and 13 CCR Sections 2425 and 2426 (emission control system warranty).

**BE IT FURTHER RESOLVED:** That for the listed engine models which include engines from different power categories in the same engine family, the manufacturer is complying with the more stringent set of standards from the  $56 \le kW < 130$  power categories in conformance with the incorporated Section 1039.230 (e) of the "California Exhaust Emission Standards and Test Procedures for New 2011 and Later Tier 4 Off-Road Compression Ignition Engines, Part 1-D" adopted October 20, 2005 and last amended October 25, 2012.

Engines certified under this Executive Order must conform to all applicable California emission regulations.

This Executive Order is only granted to the engine family and model-year listed above. Engines in this family that are produced for any other model-year are not covered by this Executive Order.

Executed on this <u>22nd</u> day of October 2020.

Allen Lyons, Chief Emissions Certification and Compliance Division

Engine Model Summary Template

Attachment 1 of 2 EO#: U-R-022-0280 Date: 10/2/2020

Engine Family	1.Engine Code	2.Engine Model	3.BHP@RPM (SAE Gross)	4.Fuel Rate: mm/stroke @ peak HP (for diesel only)	5.Fuel Rate; (lbs/hr) @ peak HP (for diesels only)	6.Torque @ RPM (SEA Gross)	7.Fuel Rate: mm/stroke@peak torque	8.Fuel Rate; (lbs/hr)@peak torque	9.Emission Control ∋Device Per SAE J1930
MPKXL03.6FX1	5046/2200 Parent	904J- E36TADDS	134@2200	103.3	50.1	405.6@1500	119.3	39.4	DDI, TAA, ECM, DOC, SCR, AMOX, PTOX, EGR
MPKXL03.6FX1	4774/2400	904j. E36TADDS	94@2400	69.1	36.5	302.4@1200	92.0	30.4	DDI, TAA, ECM, DOC, SCR, AMOX, PTOX, EGR
MPKXL03.6FX1	4784/2400	904J- E36TADDS	100@2400	72.9	38,6	317.1@1500	96.0	31.7	DDI, TAA, ECM, DOC, SCR, AMOX, PTOX, EGR
MPKXL03.6FX1	4788/2400	904J- E36TADDS	110@2400	79,9	42.3	331,9@2400	100.0	33.1	DDI, TAA, ECM, DOC, SCR, AMOX, PTOX, EGR
MPKXL03.6FX1	4790/2400	904J- E36TADDS	115@2400	83.7	44.3	368.7@1500	110.0	36.4	DDI, TAA, ECM, DOC, SCR, AMOX, PTOX, EGR
MPKXL03.6FX1	4792/2400	904J- E36TADDS	121@2400	88.24	46.7	368.7@1500	110.0	36.4	DDI, TAA, ECM, DOC, SCR, AMOX, PTOX, EGR
MPKXL03.6FX1	4794/2400	904J- E36TADDS	100@2400	72.99	38.6	331,9@1500	100.0	33.1	DDI, TAA, ECM, DOC, SCR, AMOX, PTOX, EGR
MPKXL03.6FX1	4796/2400	904J- E36TADDS	94@2400	69.0	36.5	331.9@1500	100.0	33.1	DDI, TAA, ECM, DOC, SCR, AMOX, PTOX, EGR

# Engine Model Summary Template

Attachment 2 of 2 EO#: U-R-022-0280 Date: 10/2/2020

Engine Family	1.Engine Code	2.Engine Model	3.BHP@RPM (SAE Gross)	4.Fuel Rate; mm/stroke @ peak HP (for diesel only)	5.Fuel Rate: (lbs/hr) @ peak HP (for diesels only)	6.Torque @ RPM (SEA Gross)	7.Fuel Rate: mm/stroke@peak torque		9.Emission Control 9Device Per SAE J1930
MPKXL03.6FX1	4798/2400	904J- E36TADDS	110@2400	79.9	42.3	368.7@1500	110	36.4	DDI, TAA, ECM, DOC, SCR, AMOX, PTOX, EGR
MPKXL03.6FX1	4836/2200	904J- E36TADDS	88@2200	68,5	33.2	331.9@1500	100	33.1	DDI, TAA, ECM, DOC, SCR, AMOX, PTOX, EGR
MPKXL03.6FX1	5044/2200	904 <b>.</b> - E36TADDS	127@2200	91.1	44.2	390.9@1500	115.6	38.2	DDI, TAA, ECM, DOC, SCR, AMOX, PTOX, EGR
MPKXL03.6FX1	6333/2200	904J- E36TADDS	134@2200	104.0	50.4	390,9@1500	116.5	38,5	DDI, TAA, ECM, DOC, SCR, AMOX, PTOX, EGR

TAA = TC + CAC

# CATERPILLAR

	Engine Emissions Data
For Emissions / Certificat	ion feedback and questions, please submit a ticket via our ERC Request Portal
This emission data is Caterpilla	r's best estimate for this rating. If actual emissions are required then an emission test needs to be run on your engine.
Serial Number (Machine)	
Serial Number (Engine)	J3645539
Sales Model	C3.6
Regulatory Build Date	14-DEC-2021
Engine ReRated	
Engine Arrangement Number	5941760
Certification Arrangement	
Test Spec Number	
Regulatory Status	CAT_NR_EPA/CARB_MLIT_R120_EU_China Export
Labeled Model Year	2021
EPA Family Code	MPKXL03.6FX1
EPA Emissions Level	EPA TIER 4f
EU Emissions Level	EU STAGE V
Japan Emissions Level	STEP 4 FINAL
EU Type Approval	e24*2016/1628*2018/989EV5/D*0229*04
UN R120 Type Approval	120R-010016
CORR FL Power at RPM	
Advertised Power	
Total Displacement	3.62 L
Caterpillar's knowledge. Hov information and is not liable f	provided has been compiled from third party sources and is accurate to the best of vever, Caterpillar cannot guarantee the accuracy, completeness, or validity of the for any errors or omissions contained therein. All information provided should be confirmed, including by examining the emissions label located on the engine.
-	Need emission replacement label? Click here!
Caterpillar Confidential: <b>Green</b> Content Owner: Commercial Proce	sses Division
Web Master(s): <u>PSG Web Based Sy</u>	
Current Date: 7/17/2024, 3:39:20 P	
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<u>Data Privacy Statement</u> . <u>Cookie Settings</u>	
COOME DEMILYS	



Pursuant to the authority vested in the California Air Resources Board by Health and Safety Code Division 26, Part 5, Chapters 1 and 2; and pursuant to the authority vested in the undersigned by Health and Safety Code Sections 39515 and 39516 and Executive Order G-19-095;

IT IS ORDERED AND RESOLVED: The engines and emission control systems produced by the manufacturer as described below are certified for use in off-road equipment. Production engines shall be in all material respects the same as those for which certification is granted.

Model Year Engine Family	Combustion Cycle	Fuel Operation	Fuel Type(s)	Engine Operation
2024 RPKXL03.6FX1	Diesel	Dedicated	Diesel	Variable and Constant Speed

Emission Control Systems	Special Features
[1]: Electronic Direct Injection (DDI), Charged Air Cooler (CAC), Exhaust Gas Recirculation (EGR), Electronic Control Module (ECM), Turbocharger (TC), Diesel Oxidation Catalyst (DOC), Periodic Trap Oxidizer (PTOX), Selective Catalytic Reduction – Urea (SCR-U), Ammonia Oxidation Catalyst (AMOX)	None

The certified engine models are attached.

The listed engine models comply with the following: 1) emission standard limits (STD) and Not-To-Exceed (NTE) limits, as applicable, for criteria pollutants non-methane hydrocarbons (NMHC), nitrogen oxides (NOx), carbon monoxide (CO), and particulate matter (PM), and for smoke opacity as demonstrated during the Acceleration (ACL) and Lugging (LUG) modes, and the peak value (PEAK) in either mode of the Smoke Opacity cycle, as set forth in 13 CCR 2423 and the applicable California test procedures for off-road compression-ignition engines, and 2) family emission limits (FEL) declared by the manufacturer as allowed by the applicable California test procedures, stated in units of gram per kilowatt-hour (g/kWh-hr) and percent opacity (%opacity), respectively, except as noted, or designated as not applicable (\*).

			Crit	erla		Smo	oke Opa	acity
Applicable Standard		NMHC	NOx	co	PM	ACL	LUG	PEAK
	STD	0.19			0.02	*	*	*
Tier 4 Final 75 ≤ kW < 130	FEL	*	*	*	*	*	*	*
70 - 100	NTE	0.28		7	0.03	*	*	*

**BE IT FURTHER RESOLVED:** Any declared FEL is the emission limit to which all engines must comply in lieu of the standard limit for certification purposes, subject to the restrictions of averaging, banking, or trading (ABT) programs allowed by the applicable California test procedures.

**BE IT FURTHER RESOLVED:** That the manufacturer has elected to combine engines from the  $56 \le kW < 130$  power categories into a single engine family. The listed engine models comply with the more stringent set of standards of the  $75 \le kW < 130$  power category in accordance with Section 1039.230(e) of the applicable California test procedures.

**BE IT FURTHER RESOLVED:** For the listed engine models, the manufacturer has submitted materials to demonstrate certification compliance with 13 CCR 2424 (emission control labels), and 13 CCR Sections 2425 and 2426 (emission control warranty).

**BE IT FURTHER RESOLVED:** The listed engine models may only be installed in or on equipment such that engine operation is consistent with off-road compression-ignition engines as defined in 13 CCR 2421(a)(39).

Engines certified under this Executive Order must conform to all applicable California emission regulations.

Executed on this \_\_\_\_\_/6tk \_\_\_\_ day of October 2023.

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Robin U. Lang, Chief Emissions Certification and Compliance Division

Page 1 of 1

# ATTACHMENT: ENGINE MODELS

					Peak Power			Peak Torque					
Model	Code	Trlm	Config	Displacement	Power	Speed	Fueling	Torque	Speed	Fueling	ECS Num	GHG	Notes
-		-	-	L	hp	rpm	lb/hr	lb-ft	røm	lb/hr	-	-	-
904J-E36TA DDS/C3.6	5046/2200	N/A	14	3,62	134	2400	50.1	405.6	1500	39,4	1	N/A	N/A
904J-E36TA DDS/C3.6	4774/2400	N/A	14	3,62	94	2400	36.5	302.4	1500	30.4	1	N/A	N/A
904J-E36TA DDS/C3.6	4784/2400	N/A	14	3.62	100	2400	38,6	317.1	1500	31.7	1	N/A	N/A
904J-E36TA DDS/C3.6	4788/2400	N/A	14	3.62	110	2400	42.3	331.9	1500	33.1	1	N/A	N/A
904J-E36TA DDS/C3.6	4790/2400	N/A	4	3.62	115	2400	44.3	368.7	1500	36,4	1	N/A	N/A
904J-E36TA DDS/C3.6	4792/2400	N/A	4	3,62	121	2400	46.7	368,7	1500	36.4	1	N/A	N/A
904J-E36TA DDS/C3.6	4794/2400	N/A	4	3.62	100	2400	38.6	331.9	1500	33.1	1	N/A	N/A
904J-E36TA DDS/C3.6	4796/2400	N/A	4	3.62	94	2400	36,5	331.9	1500	33.1	1	N/A	N/A
904J-E36TA DDS/C3.6	4798/2400	N/A	14	3.62	110	2400	42.3	368.7	1500	36,4	1	N/A	N/A
904J-E36TA DDS/C3.6	4836/2200	N/A	14	3,62	88	2200	33.2	331.9	1500	33.1	1	N/A	N/A
904J-E36TA DDS/C3.6	5044/2200	N/A	14	3,62	127	2200	44.2	390.9	1500	38.2	1	N/A	N/A
04J-E36TA DDS/C3.6	6333/2200	N/A	14	3.62	134	2200	50,4	390.9	1500	38.5	1	N/A	N/A
904J-E36TADDS / C3.6	6912/400	N/A	14	3.62	121	2400	46,5	395.3	1500	39	1	N/A	N/A

Page 1 of 1

Pursuant to the authority vested in the California Air Resources Board by Health and Safety Code Division 26, Part 5, Chapters 1 and 2; and pursuant to the authority vested in the undersigned by Health and Safety Code Sections 39515 and 39516 and Executive Order G-19-095;

IT IS ORDERED AND RESOLVED: The engines and emission control systems produced by the manufacturer as described below are certified for use in off-road equipment. Production engines shall be in all material respects the same as those for which certification is granted.

Model Year Engine Family	Combustion Cycle	Fuel Operation	Fuel Type(s)	Engine Operation
2024 RKBXL03.8C5D	Diesel	Dedicated	Diesel	Variable and Constant Speed

Emission Control Systems	Special Features
[1]: Electronic Direct Injection (DDI), Charged Air Cooler (CAC), Exhaust Gas Recirculation (EGR), Electronic Contro Module (ECM), Turbocharger (TC), Diesel Oxidation Catalyst (DOC), Periodic Trap Oxidizer (PTOX), Selective Catalytic Reduction – Urea (SCR-U), Ammonia Oxidation Catalyst (AMOX)	None

The certified engine models are attached.

The listed engine models comply with the following: 1) emission standard limits (STD) and Not-To-Exceed (NTE) limits, as applicable, for criteria pollutants non-methane hydrocarbons (NMHC), nitrogen oxides (NOx), carbon monoxide (CO), and particulate matter (PM), and for smoke opacity as demonstrated during the Acceleration (ACL) and Lugging (LUG) modes, and the peak value (PEAK) in either mode of the Smoke Opacity cycle, as set forth in 13 CCR 2423 and the applicable California test procedures for off-road compression-ignition engines, and 2) family emission limits (FEL) declared by the manufacturer as allowed by the applicable California test procedures, stated in units of gram per kilowatt-hour (g/kWh-hr) and percent opacity (%opacity), respectively, except as noted, or designated as not applicable (\*).

			Crit	eria		Smo	oke Opa	acity
Applicable Standard		NMHC	NOx	со	PM	ACL	LUG	PEAK
	STD	0.19	0.40	5.0	0.02	*	*	*
Tier 4 Final 75 ≤ kW < 130	FEL	*	*	an 1, 14 5,ar . ★	*	*	*	*
10 2 4 4 4 100	NTE	0.28	0.60		0.03	*	*	*

**BE IT FURTHER RESOLVED:** Any declared FEL is the emission limit to which all engines must comply in lieu of the standard limit for certification purposes, subject to the restrictions of averaging, banking, or trading (ABT) programs allowed by the applicable California test procedures.

**BE IT FURTHER RESOLVED:** That the manufacturer has elected to combine engines from the  $56 \le kW < 130$  power categories into a single engine family. The listed engine models comply with the more stringent set of standards of the  $75 \le kW < 130$  power category in accordance with Section 1039.230(e) of the applicable California test procedures.

**BE IT FURTHER RESOLVED:** For the listed engine models, the manufacturer has submitted materials to demonstrate certification compliance with 13 CCR 2424 (emission control labels), and 13 CCR Sections 2425 and 2426 (emission control warranty).

**BE IT FURTHER RESOLVED:** The listed engine models may only be installed in or on equipment such that engine operation is consistent with off-road compression-ignition engines as defined in 13 CCR 2421(a)(39).

Engines certified under this Executive Order must conform to all applicable California emission regulations.

Executed on this <u>2nd</u> day of November 2023.

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Robin U. Lang, Chief Emissions Certification and Compliance Division

Page 1 of 2

#### ATTACHMENT: ENGINE MODELS

Family: RKBXL03.8C5D EO Number: U-R-025-1105 Date Applicable: 10/6/2023 Peak Power Peak Torque Displacement ECS Num Model Code Trim Config Power Speed Fueling Torque Speed Fueling GHG Notes k₩ rpm mm3/stroke N-m rpm mm3/stroke C3.8-CR-TI-DV C3.8-CR-TI-DV03 N/A 14 3.77 81.8 2400 75.3 379.3 1500 84.2 N/A C3.8-CR-TI-DV C3.8-CR-TI-DV12 N/A 14 3.77 72.1 2400 1500 73.8 N/A 66.8 330 1 C3.8-CR-TI-DW C3.8-CB-TI-DW04 N/A 14 3.77 81.8 2400 75,6 379,3 1500 84.9 N/A 1 C3.8-CR-TI-DW C3.8-CR-TI-DW/13 N/A 14 3.77 72.1 2400 67.1 330 1500 74.3 1 N/A D3.8J-CR-TI-DV D3.8J-CR-TJ-DV02 N/A 14 3.77 85.1 2600 73.6 379.3 1500 84.Z 1 N/A D3.8J-CR-TI-DV04 D3.8J-CR-TI-DV N/A 14 3.77 79.5 2200 78.8 379.3 1500 84.2 1 N/A D3.8J-CR-TI-DW03 D3.BJ-CR-TI-DW N/A 14 3.77 379.3 85.1 2600 74.1 1500 84,9 1 N/A D3.8J-CR-TI-DW D3.8J-CR-TI-DW05 N/A 14 3.77 79.5 2200 79.2 379.3 1500 84,9 1 N/A V3800-CR-TI-DV V3800-CR-TI-DV02 N/A 14 3.77 85.1 2600 379.3 73.6 1500 84.2 N/A 1 V3800-CR-TI-DV V3800-CR-TI-DV03 14 81.8 2400 84.2 N/A 3.77 75.3 379.3 1500 N/A 1 V3800-CR-TI-DV V3800-CR-TI-DV04 N/A 14 3.77 79.5 2200 379.3 84.2 78.8 1500 1 N/A V3800-CR-TI-DV V3800-CR-TI-DV05 N/A 14 3.77 85.1 2600 74,1 379,3 1500 84.5 N/A 1 V3800-CR-TI-DV V3800-CR-TI-DV06 N/A 14 3.77 77.9 2600 68 346,1 1500 77.1 1 N/A V3800-CR-TI-DV V3800-CR-TI-DV07 N/A 14 3.77 84.4 2600 73.5 363.7 1500 81 1 N/A V3800-CR-TI-DV V3800-CR-TI-DV08 N/A 14 3.77 80.7 2600 70.5 351.7 1500 78.4 1 N/A V3800-CR-TI-DV V3800-CR-TI-DV09 3.77 78.8 1500 80.8 N/A 14 2400 73.2 362.6 1 N/A V3800-CR-TI-DV V3800-CR-TI-DV10 N/A 4 70.9 313,7 70.8 3.77 2600 62,5 1500 1 N/A V3800-CR-TI-DV V3800-CR-TI-DV11 N/A 14 3,77 69 2400 64.5 330.6 1500 74.4 1 N/A V3800-CR-TI-DV V3800-CR-TI-DV12 N/A 4 3,77 72.1 2400 66.8 330 1500 73.8 N/A 1 V3800-CR-TI-DV V3800-CR-TI-DV13 14 3.77 77.1 N/A 70.8 2400 65.8 347 1500 1 N/A V3800-CR-TI-DV V3800-CR-TI-DV14 N/A 14 3.77 82.2 2600 71,5 355.3 1500 79.2 N/A 1 V3800-CR-TI-DV V3800-CR-T|-DV15 N/A 14 3.77 72.4 2600 63.7 319.1 1500 72 1 N/A V3800-CR-TI-DV V3800-CR-TI-DV16 N/A 14 3.77 95 2400 88.4 440 1800 97.1 1 N/A V3800-CR-TI-DV V3800-CR-TI-DV17 N/A 14 3.77 92 2200 91.8 440 1800 97.1 1 N/A V380D-CR-TI-DW V3800-CR-TI-DW00 N/A 14 3.77 97 2400 91 450 1800 100.5 1 N/A V3800-CR-TI-DW V3800-CR-TI-DW03 N/A 14 3.77 85.1 2600 379.3 1500 74.1 84.9 1 N/A V3800-CR-TI-DW V3800-CR-TI-DW04 14 3.77 N/A 81.8 2400 75.6 379.3 1500 N/A 84.9 1 V3800-CR-TI-DW V3800-CR-TI-DW05 N/A 14 3.77 79.5 2200 379.3 79.2 1500 84.9 N/A 1 V3800-CR-TI-DW V3800-CR-TI-DW06 N/A 14 3.77 85.1 2600 74.4 379.3 1500 85.2 1 N/A V3800-CR-TI-DW V3800-CR-TI-DW07 N/A 14 3.77 77.9 2600 68.4 346.1 1500 77.7 1 N/A V3800-CR-TI-DW V3800-CR-TI-DW08 N/A 14 3,77 84.4 2600 79.9 363.7 1500 81.7 1 N/A V3800-CR-TI-DW V3800-CR-TI-DW09 N/A 14 3.77 80.7 26**0**0 70.9 351.7 1500 79 N/A 1 V3800-CR-TI-DW V3800-CR-TI-DW10 N/A [4 3.77 78.8 2400 73.6 362,6 1500 81.5 1 N/A V3800-CR-TI-DW V3800-CR-TI-DW11 N/A 14 3.77 70.9 2600 62.8 313.7 1500 71.4 1 N/A V3800-CR-TI-DW12 V3800-CR-TI-DW N/A 14 3.77 69 2400 64.8 33D.G 1500 74.9 1 N/A V3800-CR-TI-DW V3800-CR-TI-DW13 N/A 14 3.77 72.1 2400 67.1 330 1500 74.3 N/A 1 V3800-CR-TI-DW V3800-CR-TI-DW14 347 N/A 14 3.77 70.8 2400 66,1 1500 77.7 N/A 1 V3800-CR-TI-DW V3800-CR-TI-DW15 N/A 14 3.77 82.2 2600 1500 71.5 355.3 79.Z N/A 1 V3800-CR-TI-DW V3800-CR-TI-DW16 . N/A 14 3,77 72.4 2600 72 69.7 319.1 1500 N/A 1 V3800-CR-TI-DW V3800-CR-TI-DW17 N/A 14 3.77 95 88.7 440 1800 2400 97,6 1 N/A V3800-CR-TI-DW V3800-CR-TI-DW18 N/A 14 3.77 92 2200 91,8 440 1800 97.6 1 N/A V3800-CR-TI-DW V3800-CR-TI-DW19 N/A 14 3.77 81.8 2400 76.1 379.3 1500 85.Z N/A 1

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Page 2 of 2

#### ATTACHMENT: ENGINE MODELS

Family: RKBXL03.8C5D	EO Number: U-R-025-1105	Date Applicable: 10/6/2023

					Peak Power			Peak Torque			_		
Model	Code	Trim	Config	Displacement	Power	Speed	Fueling	Torque	Speed	Fueling	ECS Num	GHG	Notes
	-		-	L	kW	rpm	mm3/stroke	N-m	rpm	mm3/stroke	•	-	
/3800-CR-TI-DW	V3800-CR-TI-DW/20	N/A	14	3,77	76.4	2400	71.5	346.1	1500	77.7	1	N/A	
/3800-CR-TI-DW	V3800-CR-TI-DW21	N/A	14	3.77	73.9	2600	66.9	327,7	1500	74.1	2	N/A	
/3800-CR-TI-D₩	V3800-CR-TI-DW22	N/A	14	3.77	66,6	2600	61	293.5	1500	67.1	1	N/A	
3800-CR-TI-DW	V3800-CR-TI-DW23	N/A	14	3.77	94.2	2400	87.9	435	1800	96.5	1	N/A	
3800-CR-TI-DW	V3800-CR-TI-DW26	N/A	4	3.77	69.9	2600	61.9	309	1500	70.3	1	N/A	
/3800-CR-TI-DW	V3800-CR-TI-DW27	N/A	14	3.77	64.3	2600	57.7	283	1500	64,6	1	N/A	
/3800-CR-TI-DW	V3800-CR-TI-DW30	N/A	14	3.77	84.6	2600	74	379,3	1500	85.2	1	N/A	
/3800-CR-TI-DW	V3800-CR-TI-DW31	N/A	14	3.77	73,5	2600	66.4	329.4	1500	74,5	1	N/A	

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# CATERPILLAR

Engine Emissions Data								
For Emissions / Certification feedback and questions, please submit a ticket via our ERC Request Portal								
This emission data is Caterpillar's best estimate for this rating. If actual emissions are required then an emission test needs to be run on your engine.								
Serial Number (Machine)								
Serial Number (Engine)	2RE5615							
Sales Model	C3.8							
Regulatory Build Date	01-MAR-2024							
Engine ReRated								
Engine Arrangement Number	632-3569							
Certification Arrangement								
Test Spec Number								
Regulatory Status EPA Certified								
Labeled Model Year 2024								
EPA Family Code RKBXL03.8C5D								
EPA Emissions Level Tier4								
EU Emissions Level	Stage5							
Korea Emissions Level	Korea-Stage5							
EU Type Approval	EV5/D V-0242							
CORR FL Power at RPM								
Advertised Power								
<b>Disclaimer:</b> The information provided has been compiled from the Caterpillar's knowledge. However, Caterpillar cannot guarantee information and is not liable for any errors or omissions contained independently verified and confirmed, including by examining	the accuracy, completeness, or validity of the d therein. All information provided should be g the emissions label located on the engine.							
Need emission replacement labe	? Click here!							
Caterpillar Confidential: <b>Green</b> Content Owner: Commercial Processes Division Web Master(s): <u>PSG Web Based Systems Support</u> Current Date: 7/17/2024, 3:45:31 PM © Caterpillar Inc. 2024 All Rights Reserved. <u>Data Privacy Statement.</u> <u>Cookie Settings</u>								

# GATERPILLAH

	Engine Emissions Data						
For Emissions / Certific	cation feedback and questions, please submit a ticket via our ERC <u>Request Portal</u>						
I his emission data is Caterpi	llar's best estimate for this rating. If actual emissions are required then an emission test needs to be run on your engine.						
Serial Number (Machine)	H6L00765						
Serial Number (Engine)	J3677625						
Sales Model	C3.6						
Regulatory Build Date	25-SEP-2023						
Engine ReRated							
Engine Arrangement Number	5412850						
Certification Arrangement							
Test Spec Number							
Regulatory Status	CAT_NR_EPA/CARB_MLIT_R120_EU_China Export						
Labeled Model Year	2023						
EPA Family Code         PPKXL03.6FW1							
PA Emissions Level EPA TIER 4f							
EU Emissions Level	Emissions Level EU STAGE V						
Japan Emissions Level	STEP 4 FINAL						
EU Type Approval	e24*2016/1628*2018/989EV4/D*0225*03						
UN R120 Type Approval	120R-010015						
CORR FL Power at RPM							
Advertised Power							
Total Displacement	3.62 L						
Caterpillar's knowledge. H information and is not liabl	n provided has been compiled from third party sources and is accurate to the best of owever, Caterpillar cannot guarantee the accuracy, completeness, or validity of the e for any errors or omissions contained therein. All information provided should be nd confirmed, including by examining the emissions label located on the engine.						
Mala 29. 4 Mar - Gudovaldo viena 19 Mala az a sera admar desan en un en	Need emission replacement label? Click here!						
Caterpillar Confidential: Green Content Owner: Commercial Pro Web Master(s): <u>PSG Web Based</u> Current Date: 7/17/2024, 4:45:27 © Caterpillar Inc. 2024 All Right Data Privacy Statement.	<u>Systems Support</u> 7 PM						
Cookie Settings							

••



(530) 533-3918 License # 1024998 P.O. Box 2531, Oroville CA 95965

# **Transmittal Letter**

Re: Article 2, Section 2.01 of 00 45 13

The legal structure of RCI General Engineering is a C Corporation.

Sincerely,

Brittany Trevino Office Manager RCI General Engineering



(530) 533-3918 • LIC.# 1024998

# Spencer C. Mendez

# **Professional Experience**

RCI GENERAL ENGINEERING P.O. Box 2531 Oroville, CA 95965 (530) 533-3918

August 2019 - Present

Specializing in Heavy Civil Public Works Projects (excavation, grading, road slide repairs, levee repair and restorations)

#### Senior Project Manager / Estimator

Estimate and manage Heavy Civil public works projects. Process change orders, RFI's, submittals, purchase orders, and subcontracts. Schedule contractors and vendors, as well as create budgets, invoices, profit/loss reports. Analyze, prepare and coordinate work plans, collaborate with clients to troubleshoot any issues or concerns.

#### ANDERSON DRAGLINE, INC., P.O. Box 968 Gridley, CA 95948 (530) 695-1352

June 2009 – August 2019

Specializing in Heavy Civil Public Works Projects (excavation, grading, wetland mitigation, landfills, waste water treatment plants, levee repairs and restorations)

#### Senior Project Manager / Estimator

Estimate and manage public works projects with budgets ranging from \$1,000,000 to \$10,000,000. Manage on-site project office, process change orders, RFI's, submittals, purchase orders, and subcontracts. Schedule contractors and vendors, as well as create budgets, invoices, profit/loss reports. Analyze, prepare and coordinate work plans, collaborate with clients to troubleshoot any issues or concerns.

JAEGER CONSTRUCTION, INC., 1459 Market Street Yuba City, CA 95991 (530) 673-8968 September 2005 – May 2009

Specializing in underground, grading, paving, concrete and roadway construction.

#### Senior Project Manager / Estimator

Estimate and manage public and private projects with budgets ranging from \$5,000 to \$8 million. Process change orders, submittals, RFI's, purchase orders, and subcontacts. Schedule contractors and vendors, as well as create budgets and invoices. Collaborate with clients to troubleshoot any issues or concerns.

JOHN N. PETERSEN, INC., 6469 Tompkins Hill Road, Loleta, CA (707) 443-5661 May 2003 - 2005 General Engineering Contractor

Project Engineer / Estimator

Estimate, prepare and maintained project timeline, submittals, RFI's, scheduling subcontractors, ordering materials, and tracking submittals. Assist superintendents with onsite needs.

# Education / Licenses / Certifications

B.S, Construction Management CALIFORNIA STATE UNIVERSITY AT CHICO, Chico, CA: 2003

Licensed California State Contractor A912794: 2007

U.S. Army Corps of Engineers Construction Quality Management for Contractors: 2010 & 2019

**Qualified SWPPP Practitioner** Certificate #25121: 2014

## Proficient Programs & Technology

Microsoft Office Sure Trak Project Manager RMS (USACE) Sharpsoft Estimator Trimble Business Center Trimble GPS Grade Control

Textura -CPM

# Partial Lists of Accomplished Projects

City of Eureka H Street Sewer Bypass, 2003 \$2,000,000 Hoopa Water Treatment Plant, 2004 \$4,000,000 Rio Dell Water Intake Project, 2005 \$3,500,000 Country View Estates, 2005 \$3,600,000 Highway 20 & Township Road Intersection Improvements, 2006 \$1,200,000 City of Marysville Road Improvements Project, 2007 \$2,500,000 Westpark Plaza, Del Webb, 2007 \$2,500,000 City of Lincoln P.U.D Building Improvements, 2008 \$2,200,000 Lindhurst Ave. Road Rehabilitation Project, 2009 \$1,100,000 Sacramento River Bank Protection, Site 47.3, 2010 \$1,800,000 Willits WWTP, Stages 2 & 3, Willits, CA, 2010 \$2,900,000 American River Pump Station Storm Repairs, Auburn, CA, 2011 \$400,000 Maxwell WWTP Modification and Reuse, Maxwell, CA, 2011 \$2,000,000 Cummings Rd Landfill Closure Stage 1, 2012 \$4,200,000 Salt River Restoration Project, Riverside Ranch Phase 1, 2013 \$6,000,000 Lake Berryessa Wastewater Storage & Disposal Expansion, 2014 \$3,900,000 Gray Lodge Water Supply Project, 2014/2015 \$7,800,000 Tehama Landfill Phase 2, Cell 2A, 2015 \$1,600,000 Bullock Bend Mitigation Bank Project, 2016 \$1,800,000 Kiefer Landfill Phase 3 Final Cover, 2016 \$3,100,000 Neal Rd Landfill Module 5 Phase A, 2017 \$1,500,000 North County Landfill Area 5B, 2017 \$3,500,000 Sacramento River Bank Protection, RM 71.3R, 2017 \$1,800,000 Hamilton City Setback Levee Phase 2A, 2018 \$8,500,000 Neal Rd Landfill Module 5 Phase B, 2019 \$3,000,000 Cottage Creek Access Rd Repair, 2019 \$1,300,000 Module 5 Phase C Base Liner System, 2020 \$2,800,000 Feather River Levee Repair Site 0521-32, 2020 \$2,750,000 Lake Francis Toe Drain Improvements, 2020 \$215,000 Millwood Lane JT Utilities, 2021 \$1,718,585 Oregon Fire Debris Cleanup Branch 2 Bundle 2, 2022 \$6,600,000 PID Meter Installation & Service Lateral Replacement Phases 2, 2A and 2B, 2021 – 2023 \$23,670,146 CA 2021 Caldor Fire Debris Removal & Hazard Tree Removal DRR21049, 2022 \$16,000,000 PG&E JT Butte County Re-build, 2022 \$15,258,292 PG&E JT Butte County Re-build, 2023 \$27,236,198 PID Meter Installation & Service Lateral Replacement Phase 3, 2023 \$37,000,000 PG&E JT Butte County Re-build, 2024 \$20,722,384



### Richard Hurte – General Superintendent

#### Experience:

2017 – Present Superintendent, RCI General Engineering, Oroville, CA

- Supervise projects which include site work, wildfire debris cleanup, drainage and general earthwork.
- Responsibilities include supervision and coordination of crews to achieve work in compliance with plans, specifications, and permits. Implement safe work procedures, provide quality control inspection, monitor / check grade control, facilitate soils and materials testing, install and maintain BMP's, execute work as scheduled by Project Manager.

2014 – 2017 Foreman, Richter Construction, Oroville, CA

- Supervise projects which include site work, wildfire debris cleanup, drainage and general earthwork.
- Responsibilities include supervision and coordination of crews to achieve work in compliance with plans, specifications, and permits. Implement safe work procedures, provide quality control inspection, monitor / check grade control, facilitate soils and materials testing, install and maintain BMP's, execute work as scheduled by Project Manager.

2009 – 2014 Foreman, Department of Water Resources, Oroville, CA

- Supervise maintenance projects which include concrete work, mechanical, electrical and general maintenance of facilities.
- Responsibilities include supervision and coordination of crews, implement safe work procedures.

2004 - 2009 Foreman, North Valley Contracting, Oroville, CA

- Crew leader on projects which included site work, drainage facilities and general earthwork.
- Responsibilities include supervision and coordination of crews, implement safe work procedures.

# **<u>Certificates:</u>**

- 40HR Hazwoper, 2017
- 8HR Hazwoper Supervisory Training, 2017



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# **Chad Welch**

General Foreman

# INDUSTRY EXPERIENCE

#### **RCI General Engineering: February 2024 - Current**

Specializing in Heavy Civil Public Works Projects (excavation, grading, road slide repairs, levee repair and restorations)

#### General Foreman:

- Manage multiple crews specializing in underground water main and water service installation to adhere to safety protocols, project specifications, and quality standards for efficient and compliant work.
- Proactively manage field changes during underground construction.
- Develop, implement, and execute detailed work plans.
- Manage and uphold project schedules.
- Coordinate water service installations with homeowners, businesses, and property owners.

#### Granite Construction: 2002 - February 2024

Specialize in Infrastructure Construction (Water, Waste Water, Transportation, Federal)

- Lead Operator/Foreman:
  - Managed and supervised multiple crews engaged in the construction and installation of water, sewer, and storm drain infrastructure facilities.
  - Oversaw all aspects of project execution including ordering materials, coordinating field changes, ensuring quality assurance and quality control (QA/QC) standards were met.
  - Participated in takeoff estimations, contributing expertise in estimating costs and materials for project planning.
  - Facilitated communication and documentation processes including RFIs, change orders, and as-builts redlines to maintain project accuracy and compliance.
  - Collaborated with municipalities and inspection teams to address regulatory requirements to see to it that project specifications were met.
  - Project management, from initial planning and scheduling through to final inspection and completion

#### **Training / Education / Certification**

- Competent person training
- Confined space training
- First aid/CPR
- Forklift Certification
- Crane and rigging certification

#### Various Completed Projects: 2002 - 2024

Various Storm Drain Installations, 2002-2015 Tahoe Park Water Main & Meter Replacement, 2016-2018 Placer County Water Agency expansion for PG&E Facility, 2017 Buena View Casino Wet Facility Installation, 2018-2019 Diamond Springs Water Main Trunkline Replacement, El Dorado Irrigation District, 2019-2020 Richards Blvd State Buildings, 2021 City of Davis Water & Sewer Main Replacement, 2022 SMUD Wet Utility Building Expansion, 2022 Sutter Davis Hospital Expansion, 2022-2023 PID Meter Installation & Service Lateral Replacement Phase 3, 2024



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# **Andrew Gomez**

General Foreman

# **INDUSTRY EXPERIENCE – 24 Years**

# **RCI General Engineering: 2019-Present**

General Foreman, Earthwork and Underground Utility Projects:

- Manage underground utility and general earthwork projects from start to finish, ensuring timely completion and budget adherence
- Develop and execute detailed project plans in coordination with project managers, engineers, and subcontractors
- Oversee site preparation, including rough/finish grading, trenching, conduit install, backfilling, and compaction
- Monitor soil conditions and implement appropriate shoring and bracing techniques to ensure trench stability and safety
- Manage the sorting, removal, and disposal of debris, ensuring compliance with environmental regulations.
- Establish and verify compliance with OSHA regulations and company/industry safety standards
- Conduct routine quality checks to ensure work meets project specifications from startup to turnover

# All American Construction: 2017-2018

Civil Foreman, Demolition, Paving and Underground Utility Projects:

- Supervise and direct crews in asphalt paving, excavation of trenches and installation of underground utilities (water, sewer, storm drain, manholes, and drain inlets)
- Identify and resolve on-site challenges and obstacles, such as underground obstructions and utility conflicts
- Ensure accurate alignment and jointing of pipes according to specifications
- Verify pipes are installed with the correct slope and grade for proper flow and drainage
- Lead daily safety meetings and site inspections to identify and mitigate hazards

# Michels Pipeline, Inc.: 2012-2016

Tunnel Foreman, Underground Tunnel Projects:

- Oversee the setup, operation, and production of Tunnel Boring Machines, monitor tunnel alignment, advance rates, and ground conditions to ensure smooth and accurate boring
- Supervise the application of shotcrete to reinforce tunnel walls and ceilings
- Manage pipe jacking operations, including the setup and alignment of jacking frames and pipes
- Coordinate equipment repairs and maintenance to minimize downtime and ensure equipment reliability

# Kroeker Inc.: 2010-2012

Civil Foreman, Heavy Civil Utility/Demolition Projects:

- Manage earthwork operations, including trenching for electrical conduits and grounding systems
- Backfill and compact trenching to maintain site integrity and prevent settlement throughout electrical substation construction
- Provide oversight of daily equipment operations, productions, and identify/mitigate potential site safety hazards
- Supervise the demolition of concrete and electrical structures, ensuring safe and controlled deconstruction
- Implement dust and noise control measures to minimize the impact on surrounding areas

# Kiewit Infrastructure West Co.: 2007-2009

Tunnel Superintendent, Underground Mining Project:

- Monitor mining production rates and adjust operations to meet production targets
- Implement strategies to optimize resource extraction and minimize waste
- Interpret geological data, and engineer drawings to determine work requirements and sequencing
- Coordinate drilling, loading, and off-haul activities to maximize production
- Ensure MSHA compliance throughout project lifecycle and site tunnel rescue leader

# Mercer Frazier, AFF Holder inc., Kristin Construction: 2000-2006

Equipment Operator, General Earthwork and Tunnel Projects:

- Perform tasks such as excavation, rough/finish grading, site preparation, and tunnel construction activities
- Implement ground condition monitoring measures to optimize TBM operations in different soil types, groundwater, and other geological challenges
- Operating various heavy equipment machines such as excavators, dozers, backhoes, and loaders to achieve critical depths, slopes, and alignments of excavation to meet engineering specifications
- Adhere to all safety protocols and guidelines while operating heavy equipment
- Load, transport, and spread materials such as soil, gravel, and sand using loaders and backhoes

## **Trainings/Certificates**

- OSHA 40/80 Hour Hazwoper
- Competent Trench and Excavation Certificate
- Manlift Operation Certification
- First Aid/CPR
- MSHA Mine and Tunnel Rescue Training



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# **Kyle Butler**

Project Engineer

## INDUSTRY EXPERIENCE

### RCI General Engineering: July 2021 - Current - Project Engineer

- Public Works & Underground Utility Projects:
  - Assist project manager with the planning and execution of underground utility projects from inception to completion, ensuring adherence to project timelines and specification requirements.
  - Coordinated with other teams including contractors, engineers, and government agencies to obtain necessary permits and approvals.
  - Conduct feasibility studies and risk assessments to identify potential project constraints and develop mitigation strategies to collectively come up with effective solutions.
  - Manage project documentation and reporting, maintaining comprehensive records of project progress, expenditures, and compliance with regulatory requirements.
  - Implemented quality control measures to ensure that construction activities met industry standards and client specifications.
  - Develop and implement safety plans and procedures, emphasizing hazard identification, mitigation, and employee training.

## Shields Electric: 2018 – July 2021 – Electrician

- Managed electrical rough-in and finish for new residential and commercial construction projects, ensuring compliance with local building codes and client specifications.
- Planned and scheduled project timelines, coordinated resources, and conducted job cost budgeting to optimize project efficiency and profitability.
- Designed and sized solar arrays for various projects, incorporating industry standards and client energy requirements.
- Oversaw the installation of solar arrays, ensuring adherence to safety protocols and quality standards.
- Facilitated the permitting process by preparing documentation and liaising with regulatory authorities to secure necessary approvals.
- Reviewed contracts and negotiated terms with subcontractors and suppliers to achieve cost-effective project outcomes while maintaining high-quality standards.

#### **EDUCATION**

#### California State University Chico 2018-2023

- Bachelor of Science: Construction Management



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# **Colton Tillman**

Project Engineer

# **INDUSTRY EXPERIENCE**

# RCI General Engineering: 2018 - 2020, 2024-Present

Civil Project Engineer, Fire Debris Removal and Underground Utility Projects:

- Assist project manager with the planning and management of general earthwork/underground utility projects, including production planning, fielding conflicts, and preparing schedule updates for clients.
- Submitting construction related RFI's and transmittals to client management and relevant pre/post-construction documentation
- Create and maintain quality assurance/control documentation to ensure that construction activities meet client specifications
- Implement and maintain company standard safety plans and procedures, prioritizing hazard identification, mitigation, and adequate employee training

## Kiewit Infrastructure West Co.: 2023 - 2024

Mechanical Field Engineer, Heavy Civil Hydroelectric Project

- Plan, schedule, and coordinate multi-discipline workgroups on the job site, including material takeoffs/procurement and quality assurance/control of completed work tasks
- Generation of pertinent material and construction method submittals, transmittals, and RFI's
- Assist in field surveying and work layout support including elevation, control points, and compilation of as-built data
- Manage compiling, processing, and verifying daily labor timesheets for project craft labor
- Participate in job site safety reviews, toolbox meetings, mass safety meetings, and safety training
- Interpret and review project specifications, engineer drawings, and P&IDs about piping, tubing, and various mechanical equipment systems for craft labor crews

## American Civil Constructors West Coast: 2022

Civil Field Engineer, Heavy Civil MNDOT Project

- Production scheduling and forecasting of project progress to client management
- Tracking production and material inventory, subcontracts, and purchase orders throughout job duration
- Coordinating and supervising varying work schedules (day/night work)
- Preparing quantity take-offs, preparing work and traffic control plans, job and material billings, reviewing/submitting test results
- Working closely with project managers, subcontractors, suppliers, DOT/Public Work's representatives

#### **EDUCATION**

CSU Chico 2018-2023: B.S. Mechanical Engineering



Sacramento Surety Office 910 Pleasant Grove Blvd., Suite 120-347, Roseville, CA 95678 (877) 589-6952

July 11, 2024

Olivehurst Public Utility District 1970 9<sup>th</sup> Ave. Olivehurst, CA 95961

RE: **RCI** General Engineering Statement of Bond Capacity #2024-001 Historic Olivehurst Pipeline Replacement Project

To Whom It May Concern:

We are writing to you at the request of RCI General Engineering.

We have provided bonds for RCI General Engineering since July 1, 2020, and we consider them to be one of our finest clients. We have approved bonds for them for single projects exceeding \$50,000,000 and potential work programs of \$100,000,000. RCI General Engineering currently has bond capacity available for projects that fall within those parameters.

If contracts are awarded and accepted by RCI General Engineering, we stand ready to issue the requisite performance and payment bonds.

We are confident in RCI General Engineering's ability to perform, and we highly recommend them for your favorable consideration. If you have any questions, please do not hesitate to call our office.

Sincerely,

Deanna Quintero, Attorney-in-Fact

Western Surety Company is US Treasury listed and carries an A (Excellent) XIV A.M. Best rating. Western Surety Company is authorized to do business in all 50 States, including the territories of Guam and Puerto Rico.

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# Western Surety Company

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John Hopkins, Steve Williams, Tony Clark, Bill Rapp, Joseph H Weber, Renee Ramsey, Phil Watkins, Jason March, Matthew Foster, Elizabeth Collodi, Mindy Whitehouse, John J Weber, Sara Walliser, Jennifer Lakmann, Paula Senna, Brad Espinosa, Kathleen Le, Sharon Smith, Pam Sey, Cassandra Medina, Breanna Boatright, Jessica Monlux, Samantha Watkins, Deanna Quintero, Individually

of Chico, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of January, 2024.

State of South Dakota County of Minnehaha

On this 5th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT NOTARY PUBLIC SEAL 

WESTERN SURETY COMPANY

Laota

M. Bent, Notary Public

arry Kasten, Vice President

#### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11h day of July , 2024 .



WESTERN SURETY COMPANY . Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporate of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022;

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligec Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023



July 17, 2024

Re: OPUD- Historic Olivehurst Pipeline Replacement Project

To whom it may concern,

RCI General Engineering, Inc. has the capability to provide insurance coverages and limits per the Contract Documents. Any additional coverages or limits necessary to the aforementioned job/contract may be quoted, purchased and placed through InterWest Insurance Services, LLC.

Thank you,

Jóleen Illes 530-897-3194 jilles@iwins.com Commercial Insurance Broker

Let our experience guide you.

# 2.07-F Description of Human and Physical Resources

#### 1. Description and Location of Manufacturing Facilities:

#### • **Description:**

1. The materials designated for the Historic Olivehurst Pipeline Replacement Project will be sourced from certified manufacturers, ensuring they meet the requirements outlined in the project specifications. Additionally, where feasible, any prefabrication necessary for the project will be conducted in-house to streamline the construction process and enhance project efficiency

#### • Location:

1. The materials shall be procured from a strategically advantageous local source, transported, and warehoused by RCI in preparation for the project.

### 2. Products and Production Capacity:

#### • Products:

1. C900 Pipe, Gate Valves, Butterfly Valves, Air Release Valves, Restrained Joints, Ductile Iron Fittings, Poly pipe, Service Saddles, Corporation Stops, Angle Stops, Brass transition fittings, Fire Hydrants, Blow Offs.

#### • Quantifying Production Capacity:

1. Job will be staffed with 1 mainline crew performing approximately 200 LF of mainline / Day. If production falls behind a second crew will be added. 2 crews on services averaging 6 services / day.

#### • Current Demand:

1. Saddles, Corp stops, angle stops and brass transition parts. Still waiting on Ferguson, Pace and Iconix to get back to me about lead times

#### 3. Description of Field Organization(s):

#### o Skills:

1. Project Manager, Superintendent, Foreman, Project Engineer, 4 Operators, 4/5 laborers, 2-4 flaggers.

#### • Equipment:

- 1. The equipment available for the project includes a diverse range of machinery and vehicles tailored to various tasks. These include a JD 135 Excavator (with street tracks), CAT 918 Loader equipped with a side dump bucket, Leymor kick broom for sweeping operations, and a versatile JD 331 Skid Steer equipped with both a side dump bucket or an asphalt grinder attachment option. Additionally, there's a JD 210 Float Tractor for specialized cleaning and backfilling needs (rubber tire to mitigate residential noise disruption), multiple utility trucks such as F350's and F450's, along with F150's dedicated to traffic control and field engineers. A gooseneck material trailer supports efficient material transport, also available are two Super 10's and one 10-wheeler w/ transfer for material hauling. Also, one to three T800 HydroVac Trucks with remote hose capability, ideal for accessing restricted areas, and a 4000-gallon water truck for dust suppression and other water-related needs. Essential compacting equipment includes a viberplate and jumping jacks, while road plates and shoring like speed shores, box shores, and end shores ensure safe trenching operations. Moreover, the equipment inventory encompasses hot tapping hand tools, squeezers, and a variety of miscellaneous hand tools essential for water line installation.
- 2. For the paving scope of the project, the equipment includes a ten-wheeler truck for material and equipment transport, a skidsteer fitted with a grinder for hot asphalt preparation, and a dual drum roller for effective compaction. A pitch pot is available for asphalt application, supported by dedicated traffic control trucks

and a foreman truck for supervisory purposes. Additionally, an F450 with a dump trailer enhances flexibility in material handling, while a CAT paving machine is utilized for precise and efficient paving operations when paving widths exceed trench patch paving if required.

#### 4. Description of Safety Program:

### • Quality Control Procedures:

- 1. Material Testing and Inspection:
  - 1. Prior to installation, all materials undergo inspection/approval to verify compliance with specified standards and project requirements.
- 2. Qualified Personnel Monitoring:
  - 1. We closely monitor and enforce work standards during all phases of project execution. This includes adherence to guidelines for installation techniques and finishing processes.
- 3. Process Controls and Management:
  - 1. Our process controls are meticulously structured to manage each step of the construction process. This systematic approach ensures that no critical detail is overlooked, thereby maintaining consistency and quality throughout.
- 4. Product Inspections and Testing:
  - 1. Regular inspections and testing are conducted on products and completed work to validate compliance with regulatory requirements and project specifications. This includes scheduled site visits by regulatory authorities to verify adherence to safety and quality standards.
- 5. Documentation and Traceability:
  - 1. We maintain thorough documentation and traceability throughout the project lifecycle. This includes recording all inspection results, test reports, and any corrective actions taken. This documentation ensures transparency, accountability, and facilitates ongoing project monitoring and compliance.

#### • Safety Experience:

 RCI obtains a Golden Shovel Standard membership. RCI received a Safe Driving Award for logging 144,000 incident-free miles in a year, demonstrating commitment to vehicular safety. Our company holds an EMR Rating of 0.62. Crew members have completed competent person training in soil classification and proper shoring methods, crucial for safe excavation practices. Additionally, both crew and managing staff have completed mandatory ISN Networld safety training related to underground utility installation work.

#### **DOCUMENT 00 41 13**

#### **BID FORM**

#### TO OLIVEHURST PUBLIC UTILITY DISTRICT

#### THIS BID IS SUBMITTED BY:

# Steve P. Rados, Inc.

(Firm/Company Name)

#### Re: Historic Olivehurst Pipeline Replacement Project, Project Number 2024-001.

- 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **OLIVEHURST PUBLIC UTILITY DISTRICT** in the form included in the Contract Documents, Document 00 52 00 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
- 2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 11 16 (Notice Inviting Bids), and Document 00 21 13 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 Days after the day of Bid opening.
- 3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, attended, or elected not to attend, the voluntary Pre-Bid Meeting, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

Addendum Number	ADDENDUM DATE	Signature of Bidder
1	07 / 05 / 2024	AR
2	07 / 12 / 2024	Stal
3	07 / 15 / 2024	HE

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

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#### SCHEDULE OF BID PRICES

All Bid items, including lump sums, and alternates (if any), must be filled in completely. Bid items are described in Section 01 11 00 (Summary of Work). Quote in figures only, unless words are specifically requested.

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
1	1	Mobilization/demobilization	L.S.	N.A.	\$208,000
2	1	Traffic control plan preparation, approval, and implementation	L.S.	N.A.	\$150,000
3	1	Water pollution control plan preparation, approval, and implementation	L.S.	N.A.	\$ 45,000
4	1	Site Safety (sheeting, shorting and bracing)	L.S.	N.A.	\$100,000
5	300	Pothole existing facilities	EA.	450	\$135,000
6	1	Demolition and abandonment	L.S.	N.A.	\$ 90,000
7	277	New 6-inch PVC Main DR 18 (unrestrained)	L.F.	\$ 165	<sup>8</sup> 45, 705
8	120	New 6-inch PVC Main DR 14 (restrained)	L.F.	170	<sup>#</sup> 20,400
9	4,830	New 8-inch PVC Main DR 18 (unrestrained)	L.F.	<sup>8</sup> 175	\$845,250
10	451	New 8-inch PVC Main DR 14 (unrestrained)	L.F.	\$180	<sup>4</sup> 81,180
11	655	New 8-inch PVC Main DR 14 (restrained)	L.F.	185	\$ 121, 175
12	6	8-inch Inline Gate Valves	EA.	3,500	81,000
13	1	Undercrossing (48" Storm Drain) Via Jack and Bore Western Ave	L.S.	N.A.	\$181, 595
14	1	Undercrossing (36" Storm Drain) Via Jack and Bore 8th Ave	L.S.	N.A.	8177, 595

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
15	1	Tie-In to Existing System 1/T1 (8th Ave STA 13+95)	L.S.	N.A.	\$ 55,000
16	1	Tie-In to Existing System 2/T1 (8th Ave STA 24+06)	L.S.	N.A.	\$ 12,000
17	1	Tie-In to Existing System 3/T1 (9th Ave STA 1+00)	L.S.	N.A.	\$12,000
18	1	Tie-in to Existing System 4/T1 (9th Ave STA 14+23)	L.S.	N.A.	\$ 25,000
19	1	Tie-in to Existing System 5/T1 (10th Ave STA 13+82)	L.S.	N.A	\$ 20,000
20	1	Tie-In to Existing System 6/T2 (Western Ave STA 1+11)	L.S.	N.A.	<b>8</b> 367,000
21	1	Tie-In to Existing System 7/T2 (Western Ave STA 21+07)	L.S.	N.A.	\$35,000
22	1	Connection to New System 8/T2 (Western Ave STA 14+22)	L.S.	N.A.	8 30,000
23	1	Connection to New System 9/T2 (Western Ave STA 7+58)	L.S.	N.A.	\$25,000
24	1	Connection to New System 10/T2 (8th Ave STA 23+80)	L.S.	N.A.	1 ZO, 000
25	18	Install New Fire Hydrant Assembly	EA.	# 16,300	# 2 93, 400
26	31	New Water Service - Long Side		\$5,000	\$155,000
27	35	New Water Service – Long Side with Meter Relocation		5,500	#192,500
28	50	New Water Service – Short Side	EA.	4,000	\$200,000
29	34	New Water Service – Short Side with Meter Relocation	EA.	4,500	\$153,000
30	3	New Water Service – Vacant Lot	EA.	6,000	9/8,000

Bid Form

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
31	1	Flush/Pressure Test/ Disinfection	L.S.	N.A.	<sup>4</sup> 90,000
32	29,600	Pavement Restoration Mainline (T-Trench)	S.F.	#7	<sup>6</sup> 207, 200
33	52,000	Pavement Restoration Mainline (2" Keygrind and Overlay)	S.F.		\$312,000
34	1	Landscape and Hardscape Repairs	L.S.	N.A.	460,000

Total Bid Price:

Four Million One Hundred Seventy Two Thousand Dollars (Indicate Bid Price in Words)

- 5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 11 16 (Notice Inviting Bids) and Document 00 21 13 (Instruction to Bidders).
- 6. Subcontractors for work are listed on Document 00 43 14 (Subcontractors List), submitted herewith.
- 7. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
- 8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 41 13 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 21 13 (Instructions to Bidders) within the times specified therein.
- 9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
- 10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 21 13 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to **OLIVEHURST PUBLIC UTILITY DISTRICT**.
- 11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 72 00 (General Conditions) and to complete all Work within the time specified in Document 00 52 00 (Agreement).
- 12. The undersigned Bidder agrees that, in accordance with Document 00 72 00 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 52 00 (Agreement) shall be as set forth in Document 00 52 00.
- 13. The names of all persons interested in the foregoing Bid as principals are: [ Stephen S. Rados, Stephan A. Rados, Derek Rados ]

Bid Form

00 4113 - 4

OPUD - Historic Olivehurst Pipeline Replacement Project **IMPORTANT NOTICE**: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: Steve P.	Rados, Inc.
licensed in accordance with an act for the regisnumber:484452	tration of Contractors, and with license Expiration: <u>12 / 31 / 2025</u> .
California (Place of Incorporation, if Applicable)	Stephen S. Rados - CEO (Principal)
	Derek Rados - Vice President (Principal)
	Stephen A. Rados - Secretary / Treasurer (Principal)
l certify (or declare) under penalty of per foregoing is true and correct.	jury under the laws of the State of California that the (Signature of Bidder)
	(Oignature of Bidder)
	gal name of the corporation together with the signature of n contracts on behalf of the corporation. If Bidder is a rm together with the signature of the partner or partners the partnership.
Business Address:	2002 E. McFadden Avenue,

Suite 200 Santa Ana, CA 92705

		June 17th, 202
Contractor's Representative(s):	Stephen S	S. Rados - CEO
	()	Name/Title)
	Stephen A. Rados -	Secretary / Treasurer
	(	Name/Title)
	Derek Rados -	- Vice President
		Name/Title)
Officers Authorized to Sign Contracts	Stephen S.	Rados - CEO Name/Title)
	()	Name/Title)
	Stephen A. Rados - S	Secretary / Treasurer
		Name/Title)
	Derek Rado	s - Vice President
		Name/Title)
Telephone Number(s):	916	475 - 1654
	(Area Code)	(Number)
	(Area Code)	(Number)
Fax Number(s):	916	475 - 1655
	(Area Code) (Number) (Area Code) (Number)	
	(Area Code)	(Number)
Email Address(es):	rwojcik@rad	os.com
		- /
Date of Bid:	July 18th, 20	24

END OF DOCUMENT

### DOCUMENT 00 43 13

### BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned

Steve P. Rados, Inc.

(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, **OLIVEHURST PUBLIC UTILITY DISTRICT, a** <u>Utility District</u>, as obligee, in the penal sum of <u>(Dollar Amount in Words)</u>

Ten Percent of the Total Amount Bid \_\_\_\_\_ Dollars (\$ 10% of Bid

\_\_\_\_\_) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's Total Bid Price, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is submitting a Bid for Project Number **2024-001** for construction of the **Historic Olivehurst Pipeline Replacement** Project at 1970 9th Ave., in the City of <u>Olivehurst</u>, CA.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guaranty, and all other endorsements, forms, and documents required under Document 00 21 13 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this 8th day of \_\_\_\_\_\_\_\_, 2024.

(Corporate Seal)

(Corporate Seal)

	Steve P. Rados,	Inc.
By .	Principal	

By Travelers Casualty and Surety Company of America Surety

Attornev in Fact

Heather Saltareili

END OF DOCUMENT

### **CALIFORNIA ACKNOWLEDGMENT**

### CIVIL CODE § 1189

### 

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

State of California	
County of URANAL	}
on pully 15, 2024	before me, <u>MCY ONZAUEZ</u> Notany hublic
personally appeared	Stahen S. Kados
	Name(s) of Signer(s)

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



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

Sianature

of Notory Public

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

- OPTIONAL

Signature

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: Document Date: \_\_\_\_\_Number of Pages: \_\_\_\_ Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: \_\_ Corporate Officer – Title(s): \_\_ D Corporate Officer – Title(s): \_\_ □ Partner – □ Limited □ General □ Partner – □ Limited □ General 🗆 Individual Attorney in Fact 🗆 Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Trustee □ Guardian or Conservator □ Other: Other: Signer is Representing: \_\_\_\_ Signer is Representing: \_

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### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

### CIVIL CODE § 1189

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

State of C	alifornia	)	
County of	Orange	· · · · · · · · · · · · · · · · · · ·	
On	JUL 08 2024	before me,	Leigh McDonough, Notary Public
	Date		Here Insert Name and Title of the Officer
personally	appeared	Heather Saltarelli	
		· .	Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

LEIGH MCDONOUGH lotary Public - California Orange County Commission # 2352964

Comm. Expires Mar 25, 2025

**OPTIONAL** Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

### **Description of Attached Document** TT211 ------

Number of Pages: Signer(s) Other Than	Document Date:
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — C Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer is Representing:	Signer's Name: Corporate Officer — Title(s): Partner — C Limited C General Individual C Attorney in Fact Trustee C Guardian or Conservator Other: Signer Is Representing:

NATURALAN MARKANA MARKA ©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

|--|

### Travelers Casualty and Surety Company of America **Travelers Casualty and Surety Company** St. Paul Fire and Marine Insurance Company

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Heather Saltarelli , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and of California

acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April,



State of Connecticut

City of Hartford ss.



Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seaf by a Secretary or Assistant Secretary is the treasurer. or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

JUL **0 8** 2024 Dated this day of

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

### **DOCUMENT 00 43 14**

### **BIDDER REGISTRATION FORM**

### INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # 484452
Date: <u>Exp. 12 / 31 / 2025</u> Fed Tax I.D. # <u>33 - 0154514</u>
Full Corporate Name of Company: Steve P. Rados, Inc.
Street Address: 2002 E. McFadden Avenue, Suite 200
Santa Ana, CA 92705
Mailing Address: Post Office Box 15128
Santa Ana, CA 92735
Phone: 916 - 475 - 1654 Fax: 916 - 475 - 1655
Name of Principal Contact: Stephen S. Rados - CEO
California Department of Industrial Relations ("DIR") Number:1000007814
Type of Business: Sole Proprietor Partnership Non-Profit 501(c)(3) Corporation other (please explain:)

**INSURANCE** (Complete all items listed below that are applicable and/or are required by Document 00 73 16, Supplemental Conditions – Insurance and Indemnification)

### Workers' Compensation:

Carrier:	Fede	eral Insurance Company
Address: _	800	E. Colorado Boulevard, Suite 100, Pasadena, CA 91101
Phone and	d Fax: _	616.238.1828
Policy Nur	nber:	54310394

### **General Liability:**

Carrier:	Executive Risk Indemnity Inc.		
Address: _	800 E. Colorado Boulevard, Suite 100, Pasadena, CA 91101		
Phone and	I Fax: 616.238.1828		
Policy Num	nber: <u>54310393</u>		

**Bidder Registration Form** 

Policy Limits: \$ 2M Occurrence / \$4M Aggregate
A.M. Best Rating: A++: XV
Automobile Liability:
<sub>Carrier:</sub> Federal Insurance Company
Address: 800 E. Colorado Boulevard, Suite 100, Pasadena, CA 91101
Phone and Fax: 616.238.1828
Policy Number: 54310392
Policy Limits: \$ 1,000,000 CSL
A.M. Best Rating:A++: XV
All-Risk Course of Construction:

Carrier:	Zurich American Insurance Company	
Address: _	1299 Zurich Way, Schaumburg, Illinois 60196	
Phone and	<sub>d Fax:</sub> 1.800.382.2150	
Policy Nun	mber: TBD	
Policy Limi	hits: \$_4,000,000	
·	Rating: A+: XV	

### Professional Liability (if applicable):

Carrier: AXIS Surplus Insurance Company
Address:10000 Avalon Blvd., Suite 200, Alpharetta, GA 30009
Phone and Fax: 470.655.9107
Policy Number: CM002301082024
Policy Limits: \$ 5,000,000 each claim
A.M. Best Rating:A: XV
Pollution Legal Liability Insurance (if applicable):
Carrier: Illinois Union Insurance Company
Address: 555 S. Flower Street, 3rd Floor, Los Angeles, CA 90071
Phone and Fax: 213.612.0880

1

Policy Number: CPYG71108004007	
Policy Limits: \$ 15,000,000 per occurrence	e
A.M. Best Rating: A++: XV	
Excess Liability Insurance (if applicable):	
Carrier: Allied World Assurance Com	pany
Address: 550 South Hope Street, Suite	e 1825, Los Angeles, CA 90071
Phone and Fax: 213-416-1400	
Policy Number: 03117750	
Policy Limits: \$ 10,000,000	
Other Liability Insurance (if applicable):	
Carrier:	· · · · · · · · · · · · · · · · · · ·
Address:	
Phone and Fax:	
Policy Number:	
Policy Limits: \$	
A.M. Best Rating:	
CURRENT AND ACCURATE AND AUTHO	JURY, THAT THE FOREGOING INFORMATION IS RIZES OWNER, AND ITS AGENTS AND EPORT AND/OR VERIFY ANY OF THE ABOVE
BIDDER: Steve P. Rados,	
(COMPANY NAME)	CEO
By: <u>Stephen S. Rados</u>	TITLE
Star Star	07 / 15 / 2024
By:	DATE

### SAFETY AND EXPERIENCE RECORD

The following statements as to the Bidder's safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder's interstate Experience Modification Rate for the last three years.

**2021** 0.83 **2022** 1.01 **2023** 0.99

If Bidder was not eligible to obtain a formal rating from the Workers Compensation Insurance Rating Bureau for any of the years listed above, Bidder must submit written information from its workers compensation insurance company that establishes what Bidder's equivalent EMR would be.

2. Total Recordable Incident Rates (RIR)

What were Bidder's Total RIR for each of the last three years?

2021	_2.1	2022	2.1	2023	0.5

Average of last three years: \_\_\_\_\_1.56 (no rounding)

3. Total Lost Time Incident Rates (LTIR)

What were Bidder's Total LTIR for each of the last three years?

2021	0.0	2022	0.5	2023	0.5
------	-----	------	-----	------	-----

Average of last three years: \_\_\_\_\_0.33 \_\_\_\_ (no rounding)

4. Use Bidder's last year's Cal/OSHA 300 log to fill in the following number of injuries and illnesses:

a. Number of lost workday cases	1
b. Number of medical treatment cases	1
c. Number of fatalities	0
Employee hours worked last year	415,473

6. State the name of Bidder's safety engineer/manager: Herbert Albornoz

Attach a resume or outline of this individual's safety and health qualifications and experience.

### Please see attached

5.

# STEVE P. RADOS, INC.

ENGINEERING CONTRACTORS



Telephone: Facsimile: (714) 835-4612 (714) 835-2186

### **Herbert Albornoz**

Safety Director - Steve P. Rados Inc.

2002 E. McFadden Ave Santa Ana, CA 92705

(323) 228-1958 (Cell)

halbornoz@rados.com

### EDUCATION

Bachelors of Science Degree in Civil Engineering Advanced Safety & Health Certificate University Of Southern California Cal State Dominguez Hills Fall 1999 Spring 2014

### SUMMARY OF QUALIFICATIONS

Over 20 years of experience in the Construction Industry; 15 Years in the field of Environmental, Safety, and Health for Construction of Rail & Heavy Civil Projects. 5 years of Construction experience as an Engineer and Project Manager in Commercial and Heavy Civil Construction Projects. I am very familiar with Federal & State (AZ, CA & NV) OSHA, ANSI, NEC, NIOSH, NFPA, EPA, AQMD, DOT, BNSF, UPRR, SCRAA & MTA Railroad requirements, standards, regulations, and documentation.

I have:

- Produced corporate and jobsite safety plans and procedures (all required, including: Health and Safety, Injury and Illness Prevention Plan, Fall Protection, Lead Abatement, Crane Hoisting & Rigging, Critical Crane Pick Plans, Hazardous Material Transportation, Respiratory Protection, Emergency Action, Hazard Communication, Ventilation, Noise and Vibration, Hazardous Waste Site Safety, SWPPP, Trenching & Shoring, Contractor Generated Waste, Wastewater Management, Stormwater Pollution Prevention, Orientation Training, Safety Awards Incentive Plans, Site Specific Safety & Work Plans.
- > Completed Fishbone, Fault Tree Analysis (FTA) and Job Hazard Analysis for all work activities and or incidents.
- Performed safety audits, jobsite inspections, workstation ergonomic evaluations, and near miss & accident investigations.
- > Identified hazards and implemented corrective action to eliminate or reduce risks.
- > Applied best business practices to ensure success of work assignments and for safe project completion.
- > Researched & developed safety protocol & procedures for Corporate Safety & Risk Management Operations.
- > Maintained OHSAS 18001 Certifications on OHL USA Southern California Projects.

I am a Safety Manager who effectively maintained a safe and healthy place of employment by utilizing an analytical approach to identifying potential hazards and eliminating the risk or reducing the probability of occurrence, by applying loss control principles. 6 years have been spent as the Senior Safety Manager for CC Myers Inc. Southern California Division, and 2+ years as the Safety Director for OHL USA in California, with the balance of my career as the current Safety Director for Steve P. Rados, Inc.

### **PROFESSIONAL CERTIFICATIONS**

- CHST Licensed Construction Health & Safety Technician Certificate # C3175
- QSP & CESSWI SWPPP Practitioner Certifications

2002 East McFadden Avenue, Suite 200, Santa Ana, California 92705 Mailing Address: Post Office Box 15128, Santa Ana, California 92735-0128

### SPECIALIZED SKILLS & SAFETY CERTIFICATIONS

 Fluent in Spanish, First Aid & CPR Certified Trainer, Flagging & Traffic Control Trainer, Confined Space Entry Certified, Trenching & Shoring Competent Person Trainer, Fall Protection Competent Person, Forklift & Aerial Lift Trainer, Scaffolding Competent Person, Heat Illness Protection Trainer, Roadway Worker Protection Certified, Respirator & Fit Test Certified, Hazard Communication Trainer, Qualified Rigger & Crane Signal Safety Trained, Certified Erosion Sediment & Storm Water Inspector. OSHA 500, 510, 10-Hr, 30-Hr & 40-Hr Course Trainer.

### I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER:		
Ву:	SHA	
Its:	CEO	
	Title	
Date	07 / 15 / 2024	

END OF DOCUMENT

**Bidder Registration Form** 

I

### DOCUMENT 00 4336

### SUBCONTRACTORS LIST

1. **Subcontractor's List**. The Subcontractors List must include the names of all subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount.

Name of Subcontractor and Location of Place of Business	Description of Work	Subcontractor's License No.	DIR Registration Number
Lamon construction 871 Von Geldern way Yubucity cA	AC poving	174828	1000000 569
Pactic Baring P.O. Box 727 Caruthurs, CA	Bore + Jack	553794	100000 3953

(Bidder to attach additional sheets if necessary)

(PUBLIC CONTRACT CODE §4100 ET SEQ.)

Subcontractors List

### DOCUMENT 00 4336

### SUBCONTRACTORS LIST

1. **Subcontractor's List**. The Subcontractors List must include the names of all subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount.

Name of Subcontractor and Location of Place of Business	Description of Work	Subcontractor's License No.	DIR Registration Number
1			
	<u></u>		

(Bidder to attach additional sheets if necessary)

(PUBLIC CONTRACT CODE §4100 ET SEQ.)

Subcontractors List

00 4336 - 1

### DOCUMENT 00 4336

### SUBCONTRACTORS LIST

1. **Subcontractor's List**. The Subcontractors List must include the names of all subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount.

Name of Subcontractor and Location of Place of Business	Description of Work	Subcontractor's License No.	DIR Registration Number
			<b>1912 - 1912 - 1</b> 912 - 1913

(Bidder to attach additional sheets if necessary)

(PUBLIC CONTRACT CODE §4100 ET SEQ.)

Subcontractors List

OPUD - Historic Olivehurst Pipeline Replacement Project

00 4336 - 1

### DOCUMENT 00 4336

### SUBCONTRACTORS LIST

1. **Subcontractor's List**. The Subcontractors List must include the names of all subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount.

Name of Subcontractor and Location of Place of Business	Description of Work	Subcontractor's License No.	DIR Registration Number
	·····		
	and the second		

(Bidder to attach additional sheets if necessary)

(PUBLIC CONTRACT CODE §4100 ET SEQ.)

Subcontractors List

00 4336 - 1

2. **Subcontracting Limits**. The Contractor shall perform with its own organization work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with its own organization. When items of work in the Bid schedule are preceded by the letter (S), such items shall be deemed designated "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted; the value of work subcontracted will be based on the estimated percentage of the contract item bid price, determined from information submitted by the Contractor, subject to approval by Owner.

END OF DOCUMENT

Russell Bonnifield

Subcontractors List

### DOCUMENT 00 45 13

### STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

### ARTICLE 1 - GENERAL INFORMATION

### 1.01 Minimum Bidder Qualifications.

- A. Bidders must be duly licensed, pursuant to the license requirements in Document 00 11 16, Article 2.01, and in accordance with the California Business & Professions Code Sections 7006, *et seq.*, and have a history of work performance sufficient to meet the requirements of a responsible bidder in the Public Contract Code Section 1103.
- B. Bidders must have five (5) years experience as a continuously operating entity engaged in the performance of similar work.
- C. Bidders must demonstrate successful completion of <u>three (3) underground utility</u> <u>replacement/installation projects within the past ten (10) years</u> that involve construction of water facilities that were of similar size and nature to the Work for Owner consideration.

### 1.02 Measurement.

- A. Bidder's compliance with the minimum qualification requirements will be measured by Bidder's experience as an operating entity and also by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.
- B. If Bidder subcontracts portions of the Work, Owner, in its determination of whether the minimum qualification requirements have been met, may consider the qualifications of the Subcontractor's supervisory personnel.
- C. The qualifications of the Key Personnel, as stated in Attachment A, are to be submitted with the Statement of Qualifications (**SOQ**), by providing the information described in this Document 00 45 13.

### 1.03 Other Requirements.

- A. Bidder's attention is called to the following minimum requirements for a Bidder to be found responsible to perform the Work:
  - 1. Financial Strength. Sufficient financial strength, stability and resources as measured by Bidder's equity, debt-to-assets ratio, and capability to finance the Work to be performed.
  - 2. Building Capacity. Ability to secure, in accordance with the Contract documents, the required forms of Construction Performance Bond and Construction Labor and Material Payment Bond. Ability to obtain required insurance with coverage values that meet minimum requirements.
  - 3. Subcontracting Prior Experience. Satisfactory experience on public works, including without limitation no history of default termination, excessively delayed completion or excessive defective work.
  - 4. Public Project Experience. Evidence that Bidder and its team, have the human and physical resources of sufficient quantity and quality to perform the Work under Contract documents in a timely and Specification-compliant manner, to include:
    - a. Construction and management organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment for the Project.
    - b. Minimum licensing requirements including evidence of a valid California contractor's license for the Bidder and evidence of requisite licenses for Key Personnel of Bidder.
    - c. Sufficiency of proposed quality assurance plan to meet the requirements of the Contract documents.
    - d. Bidder's safety record.
    - e. Minimum experience requirements of the prime contractor including the completion of

Statement of Qualifications

00 45 13 - 1

- at least the minimum projects described in paragraph 1.02.C above.
- f. A field organization with skills, experience, and equipment sufficient to perform all on-Site work and necessary scheduling.
- g. Expertise of Key Personnel to accomplish the duties and responsibilities required to perform the Work under Contract documents. Minimum experience requirements of Key Personnel including the completion of three projects of similar nature and complexity and having two years of experience on projects of similar nature and complexity.
- B. [Intentionally omitted].

### ARTICLE 2 – REQUIRED CONTENTS OF SOQ SUBMISSION

### 2.01 Transmittal Letter.

A. The Transmittal Letter shall name the proposed prime contractor, its legal structure (i.e., corporation, partnership, limited partnership, joint venture). If a joint venture or partnership is proposed, Bidder shall identify partner and/or member of the joint venture and their roles and responsibilities.

### 2.02 Submittals.

- A. <u>Completed Questionnaires</u>. Bidder shall include a completed Statement of Qualification Questionnaire in the form attached to this Document 00 45 13 as <u>Attachment A</u>.
- B. <u>Resumes of Proposed Key Personnel</u>. Bidder shall provide a resume for each named Key Personnel of Bidder, to include as necessary: Years of experience; Education degrees, schools and years obtained; Professional Registrations; Fluency in English (Yes/No); At least two client references, including contact names, addresses and telephone numbers, and description of projects of a similar nature worked on in the past five years.
- C. Not Used.
- D. Surety Letter re: Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, and category of III or better for Owner consideration, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 61 13.13 (Construction Performance Bond) and (Construction Labor and Material Payment Bond), each in the penal sum of the Contractor's bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- E. <u>Insurer Letter re: Capability to Provide the Required Insurance</u>. Bidder shall provide a letter from an insurance underwriter, having a financial rating reasonably acceptable to Owner, confirming that the insurer will provide Bidder the required coverages and amounts specified in the Contract Documents.
- F. <u>Description of Human and Physical Resources</u>. Bidder shall identify, describe, and quantify for itself, the following technical information for the construction work: Description and location of manufacturing facilities, naming products and quantifying production capacity and current demand; Description of field organization(s), naming skills and equipment; Description of safety program quality control procedures, and safety experience; and
- G. License: Evidence of a valid contractor's license and required licenses of all licensees of persons

Statement of Qualifications

00 45 13 - 2

who are Key Personnel necessary to perform the Work.

H. <u>Litigation History</u>. Description of litigation history for the past three years including names of involved parties, nature of dispute, and disposition.

### 2.03 Format.

- A. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meet Owner's requirement. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).
- B. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 00 45 13 must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 00 45 13 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

### [NEXT PAGE - STATEMENT OF QUALIFICATION QUESTIONNAIRE]

### **DOCUMENT 00 45 13**

### ATTACHMENT A -- Statement of Qualification Questionnaire

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00 21 13 (Instructions to Bidders) and Document 00 45 13 (Statement of Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

### **CONTACT INFORMATION**

Co	mpany Name:	Steve P. Rados, Inc	).		
Ow	ner of Company: Stephen S. Rados - CEO				
Cor	ntact Person: Robert Wojcik				
Ado	tress:	2002 E. McFadden Aven	ue, Suite	200, Santa A	na, CA 92705
Pho	one:	916 - 475 - 1654	Fax:	916 - 475	- 1655
Em	ail:	rwojcik@rados.com			
		PART A: GENERAL	INFORMA	TION	
1.	Does Bidder posse the work proposed	ess a valid and current Californ ?	iia Contract	tor's license for	Yes <u>X</u> No
2.	Does Bidder have Document 00 73 10	e the minimum liability insurar 6 – Insurance and Indemnification	nce covera on?	ge required in	Yes 🗙 No
3.	3. Has Bidder's License been revoked at any time in the last five years? Yes No $igstyle{ imes}$				
4.	4. Has Bidder been "default terminated" by an Owner (other than for Yes No X convenience), or has a Surety completed a contract for Bidder within the last five years?				
5.	Has Bidder been co in the last three yea	privicted more than twice for failu ars?	ire to pay pr	evailing wages	Yes No 🔀
6.	Not Used.				Yes X No
7.	. Are Bidder and all listed subcontractors registered and qualified with the Yes X No Department of Industrial Relations pursuant to Labor Code Section 1725.5?				
l	Bidder may be disq Bidder may be disq	ualified if any answer to ques ualified if any answer to ques	stions 1, 2, stions 3, 4,	or 7 is No. or 5 is Yes.	
<u>(SAF</u>	PAF -ETY)	RT B: SAFETY, PREVAILING V	NAGE, DIS	PUTES AND BO	ONDS
1. H	Has Cal/OHSA, Fede	eral OSHA, the EPA or any Air (	Quality Mar	nagement Agenc	y cited Bidder in the
ł	bast five years? Yes X No If ye	es, attach description of each ci	tation. F	Please see att	ached
<b>2</b> . ł	How often does Bidd	er require documented safety m	neetinas be	held for:	

 How often does Bidder require documented safety meetings be held for: Field Supervisor Weekly Bi-Weekly Monthly Less Than Monthly

Statement of Qualifications

00 45 13 - 4

Employees	Weekly X	Bi-Weekly	Monthly	Less Than Monthly
New Hires		Bi-Weekly	Monthly	Less Than Monthly
Subcontractors	Weekly X	Bi-Weekly	Monthly	Less Than Monthly

- How often does Bidder conduct documented safety inspections? Quarterly X Semi-annually Annually Other
- 4. Does Bidder have home office safety representatives who visit/audit the job site? Quarterly X Semi-annually Annually Other
- 5. What is Bidder's Interstate Experience Modification Rate? <u>0.99</u>. (A rating in excess of [1] may constitute grounds for disgualification as non-responsible).

### (PREVAILING WAGE PROVISIONS)

 Has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence. Yes \_\_\_\_\_ No \_X\_\_\_

### (LICENSE PROVISIONS)

7. Has Bidder changed names or license numbers in the past 5 years? If so, please state reason for change.

Yes \_\_\_\_\_No \_\_\_\_ Reason:`\_\_\_\_\_

### (DISPUTES)

- 8. In the past five years, has Bidder on any project that Bidder performed construction services made any written claim against any owner for additional compensation or additional time, that the owner disputed, exceeding on a per project basis an aggregate amount of \$100,000 or 10% of the original contract sum? If yes, attach description of each instance including details of total claim(s) amount, resolution description including amount, and Owner's name and phone number. Yes No
- 9. In the past five years, has any owner on any project that Bidder performed construction services asserted any written claim against Bidder for delay, defective work, warranty work, backcharges and/or offsets, that the Bidder disputed, exceeding on a per project basis, an aggregate amount of \$100,000 or 10% of the original contract sum? If yes, attach description of each instance including details of total claim(s) amount, resolution description including amount, and Owner's name and phone number. Yes \_\_\_\_\_ No \_\_\_\_

### (BONDING)

10. Bonding Capacity – Provide documentation from Bidder's surety identifying the following: Name of bonding company/surety: <u>Travelers Casualty & Surety Company of America</u>

Name of Surety Agent:	Heather Saltarelli
	21688 Gateway Center Dr. Diamond Bar, CA 91765
Surety Agent phone nu	nber:909 - 216 - 3653
	mitted surety? Yes X_No
tomant of Qualifications	

Statement of Qualifications

Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes \_\_\_\_\_ No \_\_\_\_\_

List surety's A.M. Best Rating:A++	, XV	
What is Bidder's total bonding capacity?	\$400,000,000	
What percent does Bidder pay for bonds?	Less than 1%	

### PART C: EXPERIENCE OF PRIME CONTRACTOR

The nature of this Project requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

### Prime Contractor

List three (3) projects involving underground utility replacement/installation that involved construction of water facilities of similar size and scope to the Work of the Contract, completed in the past ten years, and provide the name of the superintendent, project manager and scheduler. NOTE: This listing will be used to assess compliance with the stated minimum qualifications in Paragraph 1.01.

Project Name	Construction Cost (\$)	Year Completed	Name of Project Superintendent	Name of Project Manager	Name of Project Scheduler
Main Ditch Piping Project	\$11,668,484	2022	Ross Jimenez	Russell Bonnifield	Russell Bonnifield
South County Recycled Water Pipeline Short-Term Phase 1B/2A/1C/2B	\$22,974,470	2023 Ross Jimer		Eric Carlson	Eric Carlson
North Valley Regional Recycled Water Program	\$40,342,000	2018	Darren Jarvis	Warren Skraber	Warren Skraber

Statement of Qualifications

### Key Personnel

List Key Personnel that will be assigned to the Work of the current Project and their experience/training with the projects listed above:

Project Manager: Eric Carlson
Project Superintendent: Ross Jimenez
Project Scheduler: Eric Carlson
Recent Projects
Provide information about three (3) of its most currently completed public projects. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications in Paragraphs 1.01. If a separate sheet is used, it must contain all of the following information:
1. Project Name: South County Recycled Water Pipeline Short-Term Phase 1B/2A/1C/2B
Location: Gilroy, CA
Owner: Santa Clara Valley Water District
Owner Contact (name and phone): Mr. Alen Masic - 408-630-2452
Architect/Engineer: Santa Clara Valley Water District
Architect/Engineer Contact (name and phone number): Mr. Alen Masic - 408-630-2452
Const. Mgr. or Project Mgr. (name and phone number): Eric Carlson - 949-939-1915
E/L/B 900-If of 36" WSP, E/L/B 9,500-If of 30" WSP, E/L/B 5,000-If of 36" Description of Project, Scope of Work Performed: HDPE, Bore and jack 430-If of 48" WSP, Bore and jack 130-If of 54" WSP
Restore all impacted sites to a condition equal to or better than that existing prior to construction, including A.C. paving and grading. E/L/B/ stands for excavate, lay, and backfill.
Total Construction Cost: \$22,974,470
Total Change Order Amount: \$2,555,826
Did Change Orders exceed 10% of original contract sum? <u>No</u> If yes, please explain on separate sheet.
Original Scheduled Date of Completion: 08 / 22 / 2023 575 Days
Time Extensions Granted (number of Days): -82
Actual Date of Completion: 06 / 01 / 2023 493 Days
Number of Stop Notices filed by Subcontractors or Suppliers:0
2. Project Name: Main Ditch Piping
Location: 5575 Gilmore Road, Pollack Pines, CA 95726
Owner: El Dorado Irrigation District
Owner Contact (name and phone): Kailee Delongchamp (530) 642-4078

Statement of Qualifications

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	Architect/Engineer: Domenichelli & Assoc.					
	Architect/Engineer Contact (name and phone number): (916) 933-1997					
	Const. Mgr. Or Project Mgr. (name and phone number): Russell Bonnifield - 805-712-2058					
	Description of Project, Scope of Work Performed. <sup>clearing,</sup> grubbing, tree removal, new inlet vault structure, tie-ins blow-off assemblies, vacuum breakers with air release valves, service meters and laterals, cathodic protection, aggregate base restoration, AC pavement restoration and electrical SCADA controls.					
	Total Construction Cost: \$11,668,484					
	Total Change Order Amount: \$515,571					
	Did Change Orders exceed 10% of original contract sum? <u>No</u> If yes, please explain on separate sheet.					
	Original Scheduled Date of Completion:11 / 14 / 2021					
	Time Extensions Granted (number of Days): 229					
	Actual Date of Completion:07 / 01 / 2022					
	Number of Stop Notices filed by Subcontractors or Suppliers:0					
3.	Project Name: North Valley Regional Recycled Water Program					
	Location: Modesto, CA					
	Owner:City of Modesto					
	Owner Contact (name and phone): William Wong, P.E. 209-571-5801					
	Architect/Engineer: Stantec					
	Architect/Engineer Contact (name and phone number): Janet Atkinson 916-418-8231					
	Const. Mgr. Or Project Mgr. (name and phone number): Warren Skraber 209-850-3034					
	Description of Project, Scope of Work Performed: installation of over 33,000 lineal feet of 42" welded steel pipe,					
	a concrete discharge structure at the DeltaMendota Canal; and modifications to an existing effluent pump station					
	Total Construction Cost: \$41,834,754					
	Total Change Order Amount:\$1,492,754					
	Did Change Orders exceed 10% of original contract sum? <u>No</u> If yes, please explain on separate sheet.					
	Original Scheduled Date of Completion: 03 / 01 / 2018					
	Time Extensions Granted (number of Days):					
Actual Date of Completion: 03 / 09 / 2018						
	Number of Stop Notices filed by Subcontractors or Suppliers:0					
Sta	tement of Qualifications 00 45 13 - 8 OPUD - Historic Olivehurst Pipeline Replacement Project					

### PART D: [INTENTIONALLY OMITTED]

### PART E: FINANCIAL INFORMATION

- Has Bidder ever reorganized under the protection of bankruptcy laws? Yes \_\_\_\_\_ No \_\_\_\_ If yes, please state when \_\_\_\_\_\_
- If Bidder has had the general liability carrier identified in Document 00 43 14 (Bidder Registration and Safety Experience Form) for less than 5 years, please provide additional information below for balance of the last 5 years: N/A

Agency Name:

Contact Name:

Phone Number

Carrier:

A.M. Best Rating:

Carrier:

A.M. Best Rating:

Carrier:

A.M. Best Rating:

If yes, explain on a separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.

Bidder hereby declares under penalty of perjury that all the information provided in this questionnaire is true and correct.

SIGNATURE CEO

TITLE

END OF DOCUMENT

Statement of Qualifications

### **DOCUMENT 00 45 19**

### **NON-COLLUSION DECLARATION**

### PUBLIC CONTRACT CODE SECTION 7106

### NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_\_ CEO \_\_\_\_\_ of <u>Steve P. Rados, Inc.</u>, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on <u>07 / 15 / 2024 [date]</u>, at <u>Santa Ana</u> [city], <u>California</u> [state].

BIDDER'S SIGNATURE:

NAME/TITLE OF SIGNATORY:

LEGAL NAME OF BIDDER:

Stephen S. Rados - CEO

Steve P. Rados, Inc.

END OF DOCUMENT

Non-Collusion Declaration (CSA)

### **DOCUMENT 00 45 46**

### **BIDDER CERTIFICATIONS**

### TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 8, below.

### 1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

### 2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the Labor Code Section 3700, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

### 3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Section 1773, which requires the payment of prevailing wage on public projects. Contractor and any subcontractors under the Contractor shall comply with Labor Code Section 1776 regarding wage records, and with Labor Code Section 1777.5 regarding the employment and training of apprentices. Contractor is responsible to ensure compliance by any and all subcontractors performing work under this Contract.

### 4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Sections 1777.1 and 1777.7 Code, and Contractor and Subcontractors are eligible to bid and work on public works projects.

### 5. CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

### 6. CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

### 7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the

labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

### **CERTIFICATION REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION** 8.

By my signature hereunder, as the Contractor, I certify that Contractor, and all Subcontractors listed on Document 00 43 36 (Subcontractors List) are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. Contractor's registration number is **[please complete]** <u>1000007814</u>. Subcontractors' registration numbers are as indicated in Document 00 43 36.

BIDDER:	Steve P. Rados, Inc.				
Date: July 15th , [2024]	Ву:	(Name of Bidder)			
		(Signature)			
	Name:	Stephen S. Rados			
		(Print Name)			
	lts:	CEO			
	END OF DO	(Title) CUMENT			

### **DOCUMENT 00 45 48**

### IN-USE OFF-ROAD DIESEL-FUELED FLEETS CERTIFICATION

### TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 2, below.

- 1. <u>Certification of Compliance</u>. I hereby certify that I and all of my Subcontractors will conform to the California Air Resource Board (CARB) In-Use Off-Road Diesel-Fueled Fleets requirements for all work involving the use of vehicles subject to the regulations, including, without limitation, as applicable, the Contracting Requirements in Title 13 CCR section 2449, subdivision (i), subparts (1) (4), and the Prime Contractor Requirements in Title 13 CCR section 2449, section 2449, subdivision (j), subparts (1) (5).
- 2. Instructions. Check one (1) box below.

Bidder's current CARB issued Certificate of Reported Compliance accompanies this Certification. (If this box is checked, the Certificate *must be* provided.)

Bidder certifies that its work on the Project (including work of its Subcontractors) does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

BIDDER:	Steve P. Rados, Inc.				
<sub>Date:</sub> July 15th <sub>2024</sub>	By:SAA	(Name of Bidder)			
		(Signature)			
	Name:S	Stephen S. Rados			
		(Print Name)			
	Its:	CEO			
		(Title)			
	END OF DOCUMENT				

California Environmental Protection Agency

# Air Resources Board

**January 1, 2024** 

**OFF-ROAD DIESEL VEHICLE REGULATION** CERTIFICATE OF REPORTED COMPLIANCE

is issued to

# **R.E.C. EQUIPMENT**

section 2449. All applicable vehicles owned by the individual, company, or agency must be This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the certificate is null and void Certificate expires 2/28/2025 reported and labeled, as specified in Section 2449 with all possible completeness, else this California Air Resources Board and has certified they are in compliance with title 13 CCR,

Chief, Mobile Source Control Division California Air Resources Board Jack Kitowski

**Off-road Diesel Fleet Identification** 

1446

http://www.arb.ca.gov/doors/compliance\_cert1.html To verify the authenticity of this certificate, arter this number at

Division California Air Resources Board	Jack Kitzwaku Hack Kitowski Ofvision Chief, Hobile Source Control	If CARB subsequently finds that t accurate, and complete, this a noncompliance penalties. This	that the ded to relevante		in the second	
	Printed on 2024-01-30 7 Vehicles	CARB subsequently finds that the statements and information that have been courate, and complete, this certificate shall be effectively revoked and prompliance penalties. This certificate is valid until December 31, 2024	This certificate confirms that the fleet owner has attested under penalty of perjury or information they provided to the California Air Resources Board (CARB) are complete regarding all relevant vehicles in the fleet required to show compliance that the fleet listed has reported compliance with California Code of Regulations ( Title 13 CCR 2025 (Truck and Bus Regulation)	Truck and Bus Regulation REC Equipment Corp., Inc	ertificate of Reported Compliance W	V CALEORN
	30 TRUCRS Fleet Identification 39620 To verify the authenticity of this certificate, visit www.arb.ca.gov/msprog/ourdiesel/tblookup.php		senalty of perjury mat the statements in Board (CARB) are true, accurate, and to show compliance. CARB hereby finds le of Regulations (CCR): s Regulation)	, Inc	npliance With:	JRZIA NAME NAME NAME NAME NAME NAME NAME NAM

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## STEVE P. RADOS, INC.

ENGINEERING CONTRACTORS



Telephone: Facsimile: (714) 835-4612 (714) 835-2186

07/11/23

To: OPUD RE: Steve P Rados, Inc. OSHA (5) Year Citation Summary

On 10/02/22 We received a General Citation from CalOSHA due to issues with our IIPP; we have since corrected all issues with our safety plans. A copy of the settlement order for Inspection # 1604661 is attached.

Sincerely,

Herbert Albornoz Safety Director, Steve P. Rados, Inc.

2002 East McFadden Avenue, Suite 200, Santa Ana, California 92705 Mailing Address: Post Office Box 15128, Santa Ana, California 92735-0128

### BEFORE THE STATE OF CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH APPEALS BOARD

In the Matter of the Appeal of:

STEVE P. RADOS, INC. P.O. BOX 15128 SANTA ANA, CA 92735 Inspection Number 1604661

### SETTLEMENT ORDER

Employer

The above-entitled matter is resolved pursuant to this Order and as set forth in the attached Summary Table.

The parties stipulate that no findings or conclusions have been made by any trier-of-fact regarding the citations and fines at issue herein, unless otherwise specified below.

IT IS STIPULATED by and between the parties that the settlement terms and conditions are not intended to be and shall not be construed by anyone or any proceeding as an admission of negligence, fault, or wrongdoing whatsoever by employer.

The parties further stipulate that neither employer's agreement to compromise this matter nor any statement contained in this agreement shall be admissible in any other proceeding, either legal, equitable, or administrative, except for purposes of administration and enforcement of the California Occupational Safety and Health Act and in proceedings before the Appeals Board.

Employer agrees to waive any rights it might have pursuant to Labor Code section 149.5 or California Code of Regulations, title 8, section 397 to petition for or recover costs or fees, if any, incurred in connection with this appeal.

IT IS SO ORDERED.

Dated: 06/15/2023

Administrative Law Judge

Pursuant to California Code of Regulations, title 8, section 364.2, subdivision (e), employer shall post for 30 working days a copy of the Settlement Order. Posting shall be in a manner as prescribed in Section 356, subdivision (a).

Pursuant to California Code of Regulations, title 8, section 364.2, subdivision (d), the division shall serve a copy of this disposition on any authorized person representing affected employees if known,

NOTE: If you disagree with this order, you may petition the Appeals Board for reconsideration within 30 days. The petition must comply with the requirements of Labor Code sections 6614 through 6619. Please call the Appeals Board at (916) 274-5751 if you need assistance.

OSHAB 203

SETTLEMENT ORDER

### SUMMARY TABLE OCCUPATIONAL SAFETY AND HEALTH APPEALS BOARD

In the Matter of the Appeal of: Inspection No. STEVE P. RADOS, INC.											
Citation Issuance Date: 10/03/2022											
C     I     T       I     T     Y       T     E       A     M       SECTION     E       T     CITATION/ITEM RESOLUTION       I     O       N     I					A F F I R M E D	V A C A T E D	PENALTY PROPOSE BY DOSH I CITATION	D N	FINAL PENALTY ASSESSED		
1	1	1509 (a)     S     Based on add'l info from Er, DOSH       1509 (a)     S     reclassified as G. Stipulated       A     \$6,750.00							\$3,000.00		
						Sul	o-To	tai	\$6,750.00		\$3,000.00
Total Amount Due* \$3,000.00											
*You may owe more than this amount if you did not appeal one or more citations or items containing penalties. Please call 415-703-4310 or email <u>AccountingCALOSHA@dir.ca.gov</u> if you have any questions.											
PENALTY PAYMENT INFORMATION 1. Please make your cashier's check, money order, or company check payable to: Department of Industrial Relations											
2. Write the Inspection No. on your payment         3. If sending via US Mail: CAL-OSHA Penalties       If sending via Overnight Delivery: US Bank Wholesale Lockbox         PO Box 516547       US Bank Wholesale Lockbox         Los Angeles, CA 90051-0595       16420 Valley View Ave.         La Mirada, CA 90638-5821											
Online Payments can also be made by logging on to http://www.dir.ca.gov/dosh/CaIOSHA_PaymentOption.html -DO NOT send payments to the California Occupational Safety and Health Appeals Board-											
			ena p	ayments to the Ca	alifornia Occupati	onal Safe	ety a	nd He	alth Appeals [	Board	-
G=Ger S=Seri	nera ious	1	W≃Wi	gulatory Ilful epeat Regulatory	Er=Employer Ee=Employee RS=Repeat Serio	us	A/R=	Accide	ent Related		

#### DOCUMENT 00 41 13

#### **BID FORM**

#### TO OLIVEHURST PUBLIC UTILITY DISTRICT

#### THIS BID IS SUBMITTED BY:

#### A. Teichert & Son, Inc. dba Teichert Construction (Firm/Company Name)

#### Re: Historic Olivehurst Pipeline Replacement Project, Project Number 2024-001.

- 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **OLIVEHURST PUBLIC UTILITY DISTRICT** in the form included in the Contract Documents, Document 00 52 00 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
- 2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 11 16 (Notice Inviting Bids), and Document 00 21 13 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 Days after the day of Bid opening.
- 3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, attended, or elected not to attend, the voluntary Pre-Bid Meeting, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

Addendum Number	ADDENDUM DATE	Signature of Bidder
I	7/5/24	×
2	7/15/24	Yor
3	7/15/24	x al

Scott R, Lewis - Vice President & Construction General Manager

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

Rev. 1 June 17th, 2024

#### SCHEDULE OF BID PRICES

All Bid items, including lump sums, and alternates (if any), must be filled in completely. Bid items are described in Section 01 11 00 (Summary of Work). Quote in figures only, unless words are specifically requested.

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
1	1	Mobilization/demobilization	L.S.	N.A.	205,000.00
2	1	Traffic control plan preparation, approval, and implementation	L.S.	N.A.	150,000.00
3	1	Water pollution control plan preparation, approval, and implementation	L.S.	N.A.	10,000.00
4	1	Site Safety (sheeting, shorting and bracing)	L,S.	N.A.	100,000.00
- 5	300	Pothole existing facilities	EA.	1,000.00	300,000.00
6	1	Demolition and abandonment	L,S.	N.A.	30,000.00
7	277	New 6-inch PVC Main DR 18 (unrestrained)	L.F.	140.00	38,780.00
8	120	New 6-inch PVC Main DR 14 (restrained)	L.F.	150.00	18,000.00
9	4,830	New 8-inch PVC Main DR 18 (unrestrained)	L.F.	192.00	927,360.00
10	451	New 8-inch PVC Main DR 14 (unrestrained)	L.F.	192.00	86,592.00
11	655	New 8-inch PVC Main DR 14 (restrained)	L.F.	192.00	125,760.00
12	б	8-inch Inline Gate Valves	EA.	5,000.00	30,000.00
13	1	Undercrossing (48" Storm Drain) Via Jack and Bore Western Ave	L.S.	N.A.	100,000.00
14	1	Undercrossing (36" Storm Drain) Via Jack and Bore 8th Ave	L.S.	N.A.	100,000.00

Bid Form

00 4113 - 2

Rev. 1 June 17th, 2024

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
15	1	Tie-In to Existing System 1/T1 (8th Ave STA 13+95)	L.S.	N.A.	65,000.00
16	1	Tie-In to Existing System 2/T1 (8th Ave STA 24+06)	L.S.	N.A.	15,000.00
17	1	Tie-In to Existing System 3/T1 (9th Ave STA 1+00)	L.S.	N.A,	20,000.00
18	1	Tie-in to Existing System 4/T1 (9th Ave STA 14+23)	L.S.	N.A.	25,000.00
19	1	Tie-in to Existing System 5/T1 (10th Ave STA 13+82)	L.S.	N.A	25,000.00
20	1	Tie-In to Existing System 6/T2 (Western Ave STA 1+11)	L.S.	N.A.	30,000.00
21	1	Tie-In to Existing System 7/T2 (Western Ave STA 21+07)	L,S,	N.A.	40,000.00
22	1	Connection to New System 8/T2 (Western Ave STA 14+22)	L.S.	N.A.	45,000.00
23	1	Connection to New System 9/T2 (Western Ave STA 7+58)	L,S.	N.A.	40,000.00
24	1	Connection to New System 10/T2 (8th Ave STA 23+80)	L.S.	N.A.	25,000.00
25	18	Install New Fire Hydrant Assembly	EA.	16,000.00	288,000.00
26	31	New Water Service – Long Side	EA.	6,200.00	192,200.00
27	35	New Water Service – Long Side with Meter Relocation	EA.	6,200.00	217,000.00
28	50	New Water Service – Short Side	EA.	6,200.00	310,000.00
29	34	New Water Service – Short Side with Meter Relocation	EA.	6,200.00	210,800.00
30	3	New Water Service – Vacant Lot	EA.	6,000.00	18,000.00

Bid Form

00 4113 - 3

OPUD - Historic Olivehurst Pipeline Replacement Project

Rev. 1 June 17th, 2024

Item No.	Est. Qty	Description	Cost Type	Unit Price	Extended Cost
31	1	Flush/Pressure Test/ Disinfection	L.S.	N.A.	40,000.00
32	29,600	Pavement Restoration Mainline (T-Trench)	\$.F.	4.75	140,600.00
33	52,000	Pavement Restoration Mainline (2" Keygrind and Overlay)	S.F.	3.80	197,600.00
34	1	Landscape and Hardscape Repairs	L.S.	N.A.	19,466.00

Total Bid Price:

FOUR MILLION ONE HUNDRED AND EIGHTY FIVE THOUSAND ONE HUNDRED AND FIFTY EIGHT DOLLARS

(Indicate Bid Price in Words)

- 5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 11 16 (Notice Inviting Bids) and Document 00 21 13 (Instruction to Bidders).
- 6. Subcontractors for work are listed on Document 00 43 14 (Subcontractors List), submitted herewith.
- 7. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
- 8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 41 13 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 21 13 (Instructions to Bidders) within the times specified therein.
- 9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
- 10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 21 13 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to OLIVEHURST PUBLIC UTILITY DISTRICT.
- 11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 72 00 (General Conditions) and to complete all Work within the time specified in Document 00 52 00 (Agreement).
- 12. The undersigned Bldder agrees that, in accordance with Document 00 72 00 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 52 00 (Agreement) shall be as set forth in Document 00 52 00.
- 13. The names of all persons interested in the foregoing Bid as principals are: [Scott R. Lewis - Vice President & Construction General Manager]

Bid Form

00 4113 - 4

OPUD - Historic Olivehurst Pipeline Replacement Project **IMPORTANT NOTICE**: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

#### NAME OF BIDDER: A. Teichert & Son, Inc. dba Teichert Construction

licensed in accordance with an act for the registration of Contractors, and with license number: <u>8</u> Expiration: <u>4/30/25</u>.

California	Scott R. Lewis - Vice President & Construction General Manager
(Place of Incorporation, if Applicable)	(Principal)

(Principal)

(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Bidder)

Scott R. Lewis - Vice President & Construction General Manager

**NOTE**: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

A. Teichert & Son, Inc. dba Teichert Construction

400 Sunrise Avenue, Suite 300

Roseville, CA 95661

Rev. 1 June 17th, 2024

1

Contractor's Representative(s):	*SEE ATTACHED CORPORATE RESOLUTION (Name/Title)			
	(142			
	(Na	nme/Title)		
	(Na	ame/Title)		
Officers Authorized to Sign Contracts		& Construction General Manager		
	(Na	ame/Title)		
	*SEE ATTACHED CORPOR/	ATE RESOLUTION		
	(Na	ime/Title)		
	(Na	ime/Title)		
Telephone Number(s):	916	757-6400		
	(Area Code)	(Number)		
	(Area Code)	(Number)		
Fax Number(s):	916	757-6499		
	(Area Code)	(Number)		
	(Area Code)	(Number)		
Email Address(es):	estimating@teichert.com			

Date of Bid:

7/18/21

END OF DOCUMENT

#### A. TEICHERT & SON, INC.

### 3500 American River Drive, Sacramento, California 95864

I, PAULA D. JAMES, Secretary of A. TEICHERT & SON, INC., a California Corporation, which does business under the fictitious names of TEICHERT CONSTRUCTION, TEICHERT MATERIALS, TEICHERT AGGREGATES, TEICHERT ROCK PRODUCTS, and TEICHERT WATERWORK SERVICES, as well as under its own name, certify that the following is a true and correct copy of a resolution unanimously passed and adopted by the Board of Directors of this corporation at a meeting held on June 24, 2024:

RESOLVED, That

and

MARY T. TEICHERT	President
RONALD L. GATTO	Executive Vice President, Treasurer & Assistant Secretary
PAULA D. JAMES	Secretary

any two of whom acting in combination, are authorized on behalf of this corporation and in its name or in any of the fictitious names under which this corporation does business, to sign, seal, acknowledge, verify and deliver deeds, deeds of trust, mortgages, pledges, transfers, promissory notes, and any other documents and instruments relating to the business and properties, real and personal, of this corporation;

RESOLVED FURTHER, That the following officers of this corporation:

Mary T. Teichert	President
Ronald L. Gatto	Executive Vice President, Treasurer & Assistant Secretary
A. Ed Herrnberger	Senior Vice President & President – Teichert Construction
Christopher C. Barkley	Vice President & Director Field Operations
Bryan Ramirez	Vice President & Regional Manager, North Region
Nathan Rinaldi	Vice President & Director of Collaborative Delivery
Scott R. Lewis	Vice President & Construction General Manager
Mark A. Nilsen	Vice President & Regional Manager. Central Valley

are authorized, acting alone or in any combination, on behalf of this corporation and in its name or in any of the fictitious names under which this corporation does business, to execute and deliver proposals, bids, bonds, contracts, and agreements for construction work; and to do all other acts of a business nature that this corporation is empowered to do by law;

RESOLVED FURTHER, That the following employees of this corporation:

Wee Chu	Senior Estimator, North Region
Rick Czuleger	Public Works Senior Estimator
Kevin Delaney	Area Manager, Bay Area Region
Jeff Feusi	Chief Estimator, North Region
Jim Gallagher	Regional Manager, Bay Area Region
Russ Hague	Chief Estimator, Bay Area Region
William Martin	Chief Estimator, North Region Public Works
Tom Musson	Chief Estimator, Central Valley Region
Raul Ortiz	Area Manager, Central Valley Region
Alexander Salcedo	Area Manager, South Valley Region
Cale Sherman	Area Manager, North Region - Woodland
Mike Stephenson	Chief Estimator, Central Valley Region
Jason Theriault	Chief Estimator, Bay Area Region
Danny Warren	Area Manager, North Region - Lincoln

are designated as attorneys in fact of this corporation with full authority to execute proposals, bids, bonds, contracts, and agreements for construction work;

RESOLVED FURTHER, That the following individual may sign for this corporation: Sean Collins Credit & Contracts Manager Teichert Services Group, inc.

is designated as attorney in fact of this corporation with full authority to execute credit agreements, credit settlement agreements, lien rights, contracts and other documents relating to the credit and contracts for this corporation.

DATED: 1/18/24

Xouh & Sama-

Paula D. James Secretary of A. Teichert & Son, Inc.

Rev. 1 June 17th. 2024

#### **DOCUMENT 00 43 13**

#### BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned

A. Teichert & Son, Inc. dba Teichert Construction

(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, OLIVEHURST PUBLIC UTILITY DISTRICT, a \_\_\_\_\_\_, as obligee, in the penal sum of (Dollar Amount In Words) Ten Percent of Total Bid Amount Submitted Dollars (\$ 10% of Total Bid Amount) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's Total Bid Price, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is submitting a Bid for Project Number 2024-001 for construction of the \* [ADDRESS] in the City of Olivehurst , CA,

\*Historic Olivehurst Pipeline Replacement Project at 1970 9th Ave.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guaranty, and all other endorsements, forms, and documents required under Document 00 21 13 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this \_9th\_ day of July , 2024.

(Month)

(Corporate Seal)

A\_Teichert & Son, Inc. dba Teichert Construction Bv ⊁

Principal Scott R. Lewis Vice President & Construction General Manager

By Liberty Mutual Insurance Company Surety

(Corporate Seal)

By

Attorney in Fact , Patricia S, Arana

#### END OF DOCUMENT

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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

State of California ) ) ss **County of Los Angeles** }

4,2024 On \_, before me, <u>C.L. Hernandez, Notary Public</u>, personally appeared Patricia S. Arana, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



(Seal)

Signature:

C.L. Hernandez, Notar



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

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8204962-977459

## **POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. K. Nakamura, E. S. Albrecht Jr., Jessica L. Rosser, Lisa L. Thornton, Maria Pena, Natalie K. Trofimoff, Noemi Quiroz, Patricia S. Arana, Tim M. Tomko

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make. execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper bersons. IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March 2021 . Liberty Mutual Insurance Company INSI INS/ IN. The Ohio Casualty Insurance Company West American Insurance Company 1991 guarantees (POA) verification inquiries, HOSUR@libertymutual.com Bv: David M. Carey, Assistant Secretary State of PENNSYLVANIA credit SS County of MONTGOMERY value On this 4th day of March 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Ъ Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes letter therein contained by signing on behalf of the corporations by himself as a duly authorized officer. œ IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written. loan, le residu PAS ommonwealth of Pennsylvania - Notary Seal note, ate or Attorney ( Teresa Pastella, Notary Public Montgomery County By: feresa Pastella Teresa Pastella, Notary Public OF My commission expires March 28, 2025 Commission number 1126044 for mortgage, rate, interest i VSY L2 per, Pennsylvania Association of Notarles ARY PU and/or Power of II 610-832-8240 This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows: ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the Not valid fi currency r President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the President or the the attach thereto the seal of the Corporation. any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall For bor please provisions of this article may be revoked at any time by the Board, the Chalrman, the President or by the officer or officers granting such power or authority. ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary. Certificate of Designation -- The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed. i, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of July MS INSURA 10. 1991 Bv: Renee C. Llewellyn, Assistant Secretary LMS-12873 LMIC OCIC WAIC Multi Co 02/21

#### DOCUMENT 00 43 14

#### BIDDER REGISTRATION FORM

# INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License #8	
Date:	Fed Tax I.D. # <u>68-0174245</u>
	Teichert & Son, Inc. dba Teichert Construction
Street Address: <u>400 Sunrise Avenue, Su</u>	
Roseville, CA 95661	
	lite 300
	Fax: _916-757-6499
	vis - Vice President & Construction General Manager
California Department of Industrial Rela	
Type of Business:	Sole Proprietor       Partnership         Non-Profit 501(c)(3)       X         other (please explain:       )
INSURANCE (Complete all items listed 16, Supplemental Conditions – Insuran Workers' Compensation:	d below that are applicable and/or are required by Document 00 73 ice and Indemnification)
Carrier: Travelers Property Casualty Co of	America
Address: _One Tower Square, Hartford, C	Т 06183
Phone and Fax: _ Charlotte Bannerman, 4	
Policy Number:	
<u>General Liability:</u>	
Carrier: Travelers Property Casualty Co of a	America
Address: <u>One Tower Square, Hartford, CT</u>	Γ 06183
Phone and Fax: <u>Charlotte Bannerman, 40</u>	08-878-3816
Policy Number:	IL-24

Bidder Registration Form

Pipeline Replacement Project

Rev. 1 June 17th, 2024

Policy Limits: \$ _4,000,000		
A.M. Best Rating: <u>A++</u>		
Automobile Liability:		
Carrier: Travelers Property Casua	Ity Co of America	
Address: <u>One Tower Square, Hart</u>	ford, CT 06183	
Phone and Fax: <u>Charlotte Banner</u>	man, 408-878-3816	
Policy Number: <u>VTJ-EAP-4R630</u>	553-TIL-24	
A.M. Best Rating:		
All-Risk Course of Constructio	~	
Carrier: <u>Travelers Property Casualt</u>		
Address: <u>One Tower Square, Hartf</u>	ord, CT_06183	
Phone and Fax: <u>Charlotte Banner</u>	man, 408-878-3816	
Policy Number: <u>QT-660-75984704</u>	-TIL-24	
Policy Limits: \$ Limits and deductil	bles vary depending on Project T	уре
A.M. Best Rating: <u>A++</u>		
	11.	
Professional Liability (if applica		
Carrier:	2. 2 ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (	
Address:		
Phone and Fax:		
Policy Number:		
Policy Limits: \$		
A.M. Best Rating:	****	
Pollution Legal Liability Insurar		
,		
Address:		
Phone and Fax:	<u></u>	
Bidder Registration Form	00 4314 - 2	OPUD - Historic Olivehurst

Rev. 1 June 17th, 2024

Policy Limits: \$
A.M. Best Rating:
Excess Liability Insurance (if applicable):
Carrier:
Address:
Phone and Fax:
Policy Number:
Policy Limits: \$
A.M. Best Rating:
Other Liability Insurance (if applicable):
Carrier:
Address:
Phone and Fax:
Policy Number:
Policy Limits: \$
A.M. Best Rating:
BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.
BIDDER: <u>A. Teichert &amp; Son, Inc. dba Teichert Construction</u> (COMPANY NAME)
By: <u>Scott R. Lewis</u> NAME By: <u>NAME</u> By: <u>Vice President &amp; Construction General Manager</u> TITLE <u>7/16/24</u> DATE

Policy Number:

#### SAFETY AND EXPERIENCE RECORD

The following statements as to the Bidder's safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder's interstate Experience Modification Rate for the last three years.

2021 <u>.77</u> 2022 <u>.74</u> 2023 <u>.78</u>

If Bidder was not eligible to obtain a formal rating from the Workers Compensation Insurance Rating Bureau for any of the years listed above, Bidder must submit written information from its workers compensation insurance company that establishes what Bidder's equivalent EMR would be.

2. Total Recordable Incident Rates (RIR)

What were Bidder's Total RIR for each of the last three years?

2021 <u>1.07</u> 2022 <u>.86</u> 2023 <u>.98</u>

Average of last three years: \_\_97\_\_\_\_ (no rounding)

3. Total Lost Time Incident Rates (LTIR)

What were Bidder's Total LTIR for each of the last three years?

2021 <u>.31</u> 2022 <u>.07</u> 2023 <u>.09</u>

Average of last three years: \_\_\_\_\_(no rounding)

4. Use Bidder's last year's Cal/OSHA 300 log to fill in the following number of injuries and illnesses:

C,	Number of fatalities	1	
C,	Number of fatalities	1	
Emr	ployee hours worked last year	2,241,509	

6. State the name of Bidder's safety engineer/manager: Mary Harper

Attach a resume or outline of this individual's safety and health qualifications and experience.

5.

# MARY HARPER

#### PROJECT ROLE: Principal-in-Charge

Mary has over 30 years of experience in the construction industry. For the past 19 years, she has served as a Safety Professional and Manager for Teichert's construction efforts. Mary focuses on facility and project site audits, safety training, process safety management, facility hazardous materials management, implementation of site-specific health and safety plans associated with hazardous materials, accidental release management, and hazardous assessment. Mary promotes a no incidents/injuries culture of staff, craft, and the public during construction by implementing detaied project=sepcific safety programs. She drives safety performance through education, training and process consistency.

#### EDUCATION

M.S. Occupational Health and Safety/ Environmental Management

B.S. Occupational Health and Safety/ Fire Science, Columbia Southern University

#### REGISTRATION

CSP, ASP, CIT, OHST, CHST, ATSSA, IVES

AFFILIATIONS

#### RELEVANT PROJECT EXPERIENCE

#### Bus Rapid Transit Project | City of Fresno

This \$30.1 million BRT project included the construction of a 15.7mile rapid transit line along Blackstone Avenue and Kings Canyon Road. The scope included shelters, ticket vending machines, security technologies, real-time arrival signage, information kiosks, fiber optic, communications, signal preemptions to 69 signals, and bike racks. This rapid transit line consists of 51 stops overall and aids local businesses along the corridor. The project assists with mitigating traffic congestion and reducing travel time for Fresno residents, as well as providing reliable travel and fewer stops along the way.

Responsibilities: As the Safety Manager, Mary was responsible for overseeing, monitoring, and enforcing the project's safety program including the security, environmental, and related policies and procedures for construction. She developed and conducted training programs, administered substance abuse policy and drug testing, conducted new hire orientation programs, and ensured subcontractor compliance with the safety policies and procedures.

#### SR-99 Turlock Rehabilitation | CalTrans

This \$11.5M project consisted of roadway reconstruction with roadway excavation and placement of HMA and CRCP in Merced County. The project team repaired precast concrete (PCC) panels in lane one, used continuous reinforced concrete pavement (CRCP) to reconstruct lanes 2 & 3, widened the outside and inside shoulders, and upgraded the existing drainage system. Despite project challenges including high volume of traffic, challenging site conditions, and an unanticipated rainy season, Teichert was able to complete the project on-time and nearly \$1M under budget. This project received the Caltrans Excellence in Partnering Award in

# MARY HARPER

#### RELEVANT PROJECT EXPERIENCE

2020.

#### JOC Road & Bridges 2018-2022 | County of Monterey

Teichert Construction was awarded 40+ Job Order Contracts (JOC) for the County of Monterey. The work orders included repairs to roads, bridges, and culverts, as well as general construction, remodels, and related work throughout the county.

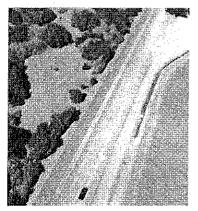
Responsibilities: As the Safety Manager on these local JOC civil construction projects located in Monterey County, Mary oversees the safety and security of the JOC. She monitors the project safety program for its effectiveness in meeting corporate safety goals and ensured the project's compliance with applicable requirements of Cal-OSHA and other safety agencies having jurisdiction over the contracts. Mary also conducts periodic audits of the projects and provides constructive feedback to project staff.

#### 11th Street Bridge Replacement | City of Tracy

This project was highly complex that consisted of replacing the 1,441foot long 11th Street Bridge over the Union Pacific Railroad tracks with a shorter single span structure consisting of approach embankments with MSE walls.

Responsibilities: As the Safety Manager on this complex project, Mary oversaw the entire safety program with a specific emphasis on extensive fall protection, traffic control, and safety procedures for working around a live railroad.





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#### I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER: х By: Scott R. Lewis Signature

Its: <u>Vice President & Construction General Manager</u> Title

7/14/24 Date

END OF DOCUMENT

#### DOCUMENT 00 4336

#### SUBCONTRACTORS LIST

1. Subcontractor's List. The Subcontractors List must include the names of all subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount.

Name of Subcontractor and Location of Place of Business	Description of Work	Subcontractor's License No.	DIR Registration Number
PACIFIC BORING INCORPORATED PO BOX 727 CARUTHERS, CA 93609	BORE + JACK	553794	1000003953
ANRAK CORPORATION 5820 MAYHEW RD SACRAMENTO, CA 95827	GRINDER RENTAL	256390	100002952
SIERRA TRAFFIC MARKINGS INC 9725 DEL ROAD SUITE B ROSEVILLE, CA 95747	STRIPING	755317	1000002783

(Bidder to attach additional sheets if necessary)

(PUBLIC CONTRACT CODE §4100 ET SEQ.)

Subcontractors List

2. **Subcontracting Limits**. The Contractor shall perform with its own organization work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with its own organization. When items of work in the Bid schedule are preceded by the letter (S), such items shall be deemed designated "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted; the value of work subcontracted will be based on the estimated percentage of the contract item bid price, determined from information submitted by the Contractor, subject to approval by Owner.

#### END OF DOCUMENT

#### DOCUMENT 00 45 13

#### STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

#### **ARTICLE 1 – GENERAL INFORMATION**

#### 1.01 Minimum Bidder Qualifications.

- A. Bidders must be duly licensed, pursuant to the license requirements in Document 00 11 16, Article 2.01, and in accordance with the California Business & Professions Code Sections 7006, et seq., and have a history of work performance sufficient to meet the requirements of a responsible bidder in the Public Contract Code Section 1103.
- B. Bidders must have five (5) years experience as a continuously operating entity engaged in the performance of similar work.
- C. Bidders must demonstrate successful completion of <u>three (3) underground utility</u> <u>replacement/installation projects within the past ten (10) years</u> that involve construction of water facilities that were of similar size and nature to the Work for Owner consideration.

#### 1.02 Measurement.

- A. Bidder's compliance with the minimum qualification requirements will be measured by Bidder's experience as an operating entity and also by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.
- B. If Bidder subcontracts portions of the Work, Owner, in its determination of whether the minimum qualification requirements have been met, may consider the qualifications of the Subcontractor's supervisory personnel.
- C. The qualifications of the Key Personnel, as stated in Attachment A, are to be submitted with the Statement of Qualifications (**SOQ**), by providing the information described in this Document 00 45 13.

#### 1.03 Other Requirements.

- A. Bidder's attention is called to the following minimum requirements for a Bidder to be found responsible to perform the Work:
  - 1. Financial Strength. Sufficient financial strength, stability and resources as measured by Bidder's equity, debt-to-assets ratio, and capability to finance the Work to be performed.
  - 2. Building Capacity. Ability to secure, in accordance with the Contract documents, the required forms of Construction Performance Bond and Construction Labor and Material Payment Bond. Ability to obtain required insurance with coverage values that meet minimum requirements.
  - 3. Subcontracting Prior Experience. Satisfactory experience on public works, including without limitation no history of default termination, excessively delayed completion or excessive defective work.
  - 4. Public Project Experience. Evidence that Bidder and its team, have the human and physical resources of sufficient quantity and quality to perform the Work under Contract documents in a timely and Specification-compliant manner, to include:
    - a. Construction and management organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment for the Project.
    - b. Minimum licensing requirements including evidence of a valid California contractor's license for the Bidder and evidence of requisite licenses for Key Personnel of Bidder.
    - c. Sufficiency of proposed quality assurance plan to meet the requirements of the Contract documents.
    - d. Bidder's safety record.
    - e. Minimum experience requirements of the prime contractor including the completion of

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- at least the minimum projects described in paragraph 1.02.C above.
- A field organization with skills, experience, and equipment sufficient to perform all on-Site work and necessary scheduling.
- g. Expertise of Key Personnel to accomplish the duties and responsibilities required to perform the Work under Contract documents. Minimum experience requirements of Key Personnel including the completion of three projects of similar nature and complexity and having two years of experience on projects of similar nature and complexity.
- B. [Intentionally omitted].

f.

#### ARTICLE 2 – REQUIRED CONTENTS OF SOQ SUBMISSION

#### 2.01 Transmittal Letter.

A. The Transmittal Letter shall name the proposed prime contractor, its legal structure (i.e., corporation, partnership, limited partnership, joint venture). If a joint venture or partnership is proposed, Bidder shall identify partner and/or member of the joint venture and their roles and responsibilities.

#### 2.02 Submittals.

- A. <u>Completed Questionnaires</u>. Bidder shall include a completed Statement of Qualification Questionnaire in the form attached to this Document 00 45 13 as <u>Attachment A</u>.
- B. <u>Resumes of Proposed Key Personnel</u>. Bidder shall provide a resume for each named Key Personnel of Bidder, to include as necessary: Years of experience; Education degrees, schools and years obtained; Professional Registrations; Fluency in English (Yes/No); At least two client references, including contact names, addresses and telephone numbers, and description of projects of a similar nature worked on in the past five years.
- C. Not Used.
- D. <u>Surety Letter re: Capability to Provide Required Performance and Payment Bonds</u>. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, and category of III or better for Owner consideration, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 61 13.13 (Construction Performance Bond) and (Construction Labor and Material Payment Bond), each in the penal sum of the Contractor's bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- E. <u>Insurer Letter re: Capability to Provide the Required Insurance</u>. Bidder shall provide a letter from an insurance underwriter, having a financial rating reasonably acceptable to Owner, confirming that the insurer will provide Bidder the required coverages and amounts specified in the Contract Documents.
- F. <u>Description of Human and Physical Resources</u>. Bidder shall identify, describe, and quantify for itself, the following technical information for the construction work: Description and location of manufacturing facilities, naming products and quantifying production capacity and current demand; Description of field organization(s), naming skills and equipment; Description of safety program quality control procedures, and safety experience; and
- G. License: Evidence of a valid contractor's license and required licenses of all licensees of persons

Statement of Qualifications

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who are Key Personnel necessary to perform the Work.

H. <u>Litigation History</u>. Description of litigation history for the past three years including names of involved parties, nature of dispute, and disposition.

#### 2.03 Format.

- A. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meet Owner's requirement. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).
- B. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 00 45 13 must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 00 45 13 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

### [NEXT PAGE - STATEMENT OF QUALIFICATION QUESTIONNAIRE]

400 Sunrise Avenue, Suite 300 Roseville, CA 95661 916-757-6400 ph 916-757-6499 fx



# A. Teichert & Son, Inc. dba Teichert Construction



July 18, 2024

Attn: Olivehurst Public Utility District Subject: Historic Olivehurst Pipeline Replacement Project, Project Number 2024-001

The Proposed Prime Contractor is A. Teichert & Son, Inc. dba Teichert Construction – a Corporation.

If there is any additional information needed, please contact the undersigned at 916-757-6400.

Sincerely, TEICHERT CONSTRUCTION

Scott R. Lewis

Vice President & Construction General Manager

Attachment

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#### DOCUMENT 00 45 13

# ATTACHMENT A – Statement of Qualification Questionnaire

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00 21 13 (Instructions to Bidders) and Document 00 45 13 (Statement of Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

#### **CONTACT INFORMATION**

Company Name:	A. Teichert & Son, Inc. dba Te	eichert Constr	uction	
Owner of Company:	Judson Riggs			
Contact Person:	Scott R. Lewis - Vice Presider	it & Construc	tion General Manager	
Address:	400 Sunrise Avenue, Suite 300; Roseville, CA 95661			
Phone:	916-757-6400	Fax:	916-757-6499	
Email:	estimating@teichert.com			

#### PART A: GENERAL INFORMATION

1.	Does Bidder possess a valid and current California Contractor's license for the work proposed?	Yes <u>X</u> No			
2,	Does Bidder have the minimum liability insurance coverage required in Document 00 73 16 – Insurance and Indemnification?	Yes X No			
3.	Has Bidder's License been revoked at any time in the last five years?	Yes No _X			
4.	Has Bidder been "default terminated" by an Owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five years?	Yes No _ <u>X</u>			
5.	Has Bidder been convicted more than twice for failure to pay prevailing wages in the last three years?	Yes No <u>_x</u>			
6.	Not Used.	Yes No			
7.	Are Bidder and all listed subcontractors registered and qualified with the Department of Industrial Relations pursuant to Labor Code Section 1725.5?	Yes <u>x</u> No			
Bidder may be disqualified if any answer to questions 1, 2, or 7 is No.					

Bidder may be disqualified if any answer to questions 3, 4, or 5 is Yes.

#### (SAFETY)

# PART B: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS

- Has Cal/OHSA, Federal OSHA, the EPA or any Air Quality Management Agency cited Bidder in the past five years? Yes \_\_\_\_\_No \_X\_\_\_If yes, attach description of each citation.
- How often does Bidder require documented safety meetings be held for: Field Supervisor Weekly X Bi-Weekly Monthly Less Than Monthly

Statement of Qualifications

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OPUD - Historic Olivehurst Pipeline Replacement Project

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Employees	Weekly X	Bi-Weekly	Monthly	Less Than Monthly
New Hires			Monthly	Less Than Monthly
Subcontractors	Weekly <u>x</u>	Bi-Weekly	Monthly	Less Than Monthly

- 3. How often does Bidder conduct documented safety inspections? Quarterly \_\_\_\_\_ Semi-annually \_\_\_\_\_ Annually \_\_\_\_\_ Other X Monthly
- 4. Does Bidder have home office safety representatives who visit/audit the job site? Quarterly \_\_\_\_\_ Semi-annually \_\_\_\_\_ Annually \_\_\_\_\_ Other X \_\_\_\_\_ Monthly
- 5. What is Bidder's Interstate Experience Modification Rate? \_\_\_\_\_\_. (A rating in excess of [1] may constitute grounds for disqualification as non-responsible).

#### (PREVAILING WAGE PROVISIONS)

 Has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence. Yes \_\_\_\_\_ No \_X\_\_\_

#### (LICENSE PROVISIONS)

7. Has Bidder changed names or license numbers in the past 5 years? If so, please state reason for change.

Yes \_\_\_\_ No <u>X</u> Reason:`\_\_\_\_\_

#### (DISPUTES)

- 8. In the past five years, has Bidder on any project that Bidder performed construction services made any written claim against any owner for additional compensation or additional time, that the owner disputed, exceeding on a per project basis an aggregate amount of \$100,000 or 10% of the original contract sum? If yes, attach description of each instance including details of total claim(s) amount, resolution description including amount, and Owner's name and phone number.
  Yes \_\_\_\_\_ No \_X\_\_\_\_
- 9. In the past five years, has any owner on any project that Bidder performed construction services asserted any written claim against Bidder for delay, defective work, warranty work, backcharges and/or offsets, that the Bidder disputed, exceeding on a per project basis, an aggregate amount of \$100,000 or 10% of the original contract sum? If yes, attach description of each instance including details of total claim(s) amount, resolution description including amount, and Owner's name and phone number. Yes \_\_\_\_\_ No \_ X\_\_\_

#### (BONDING)

10. Bonding Capacity – Provide documentation from Bidder's surety identifying the following: Name of bonding company/surety: <u>Alliant Insurance Services, Inc.</u>

Name of Surety Agent: John Gilliland - Senior Vice President

Surety Agent address: 100 Pine Street, 11th Floor; San Francisco, CA 94111

Surety Agent phone number: 415-403-1427

Is surety a California-admitted surety? Yes X No \_\_\_\_\_

Statement of Qualifications

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Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes X No\_\_\_\_\_

List surety's A.M. Best Rating: XV

What is Bidder's total bonding capacity? <u>\$1,500,000,000</u>

# PART C: EXPERIENCE OF PRIME CONTRACTOR

The nature of this Project requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

#### Prime Contractor

List three (3) projects involving underground utility replacement/installation that involved construction of water facilities of similar size and scope to the Work of the Contract, completed in the past ten years, and provide the name of the superintendent, project manager and scheduler. NOTE: This listing will be used to assess compliance with the stated minimum qualifications in Paragraph 1.01.

Construction Cost (\$)	Year Completed	Name of Project Superintendent	Name of Project Manager	Name of Project Scheduler
\$10,335,054	2022	Ryan Vellanoweth	Phil Crummett	Doug Morrisroe
\$4,924,800	2024	Chris Clark	Danny Warren	Doug Morrisroe
\$7,066,478	2022	Chris Clark	Phil Crummett	Chris Stone
	Cost (\$) \$10,335,054 \$4,924,800	Cost (\$)         Completed           \$10,335,054         2022           \$4,924,800         2024	Cost (\$)CompletedSuperintendent\$10,335,0542022Ryan Vellanoweth\$4,924,8002024Chris Clark	ContractionFrequenciesProjectProjectCost (\$)CompletedSuperintendentProject\$10,335,0542022Ryan VellanowethPhil Crummett\$4,924,8002024Chris ClarkDanny Warren

Statement of Qualifications

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#### Key Personnel

List Key Personnel that will be assigned to the Work of the current Project and their experience/training with the projects listed above:

Project Manager: Philip Crummett

Project Superintendent: Thomas Geise

Project Scheduler: John Purvis

#### Recent Projects

Provide information about three (3) of its most currently completed public projects. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications in Paragraphs 1.01. If a separate sheet is used, it must contain all of the following information:

1. Project Name: Phase 2B Arden Service Area Pipe & Meter Installation

Location: Sacramento, CA Owner: Sacramento County Water Agency Owner Contact (name and phone): Helen Rocha 916-876-7191 Architect/Engineer: Domenichelli and Associates, INC Architect/Engineer Contact (name and phone number): Sara Rogers 916-803-0012 Const. Mgr. or Project Mgr. (name and phone number): Philip Crummett 916-997-4525 Description of Project, Scope of Work Performed: The replacement of approximately 3,010 feet of 12-inch, 1,120 feet of 10-inch and 16,540 feet of 8-inch waterlines and associated appurtenances including fire hydrants, valves, etc. The project also consists of the installation of 320 residential metered services and six (6) commercial metered services with backflow assemblies, included in the work will be reconnection of customer services from the new mains and abandonment of the existing services and appurtenances. Total Construction Cost: \$10,335,054 Total Change Order Amount: \$410,000 Did Change Orders exceed 10% of original contract sum? \_\_\_\_\_ If yes, please explain on separate sheet. Original Scheduled Date of Completion: 3/25/22 Time Extensions Granted (number of Days): <u>6/30/22</u> Actual Date of Completion: \_\_\_10/28/22 Number of Stop Notices filed by Subcontractors or Suppliers: \_\_\_\_\_ 2. Project Name: Linden Acres Water Main & Meter Replacement

Location: West Sacramento, CA

Owner: City of West Sacramento

Owner Contact (name and phone): <u>Amber Wallace 916-505-0348</u>

Statement of Qualifications

OPUD - Historic Olivehurst Pipeline Replacement Project

A. Teichert & Son, Inc. dba Teichert Construction
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	Architect/Engineer:City of West Sacramento
	Architect/Engineer Contact (name and phone number): Amber Wallace 916-505-0348
	Const. Mgr. Or Project Mgr. (name and phone number): <u>Danny Warren 916-645-4818</u>
	Description of Project, Scope of Work Performed: Water main replacement and water meter installation/
	replacement
	Total Construction Cost: \$4,924,800
	Total Change Order Amount: _ <u>\$338,910</u>
	Did Change Orders exceed 10% of original contract sum? <u>No</u> If yes, please explain on separate sheet.
	Original Scheduled Date of Completion: <u>9/23/22</u>
	Time Extensions Granted (number of Days): <u>None</u>
	Actual Date of Completion: 9/6/23
	Number of Stop Notices filed by Subcontractors or Suppliers: <u>None</u>
3.	Project Name: Downtown Watermains Replacement Project Hillcrest
	Location:Roseville, CA
	Owner:City of Roseville
	Owner Contact (name and phone):916-223-7860
	Architect/Engineer: Domenichelli & Associates
	Architect/Engineer Contact (name and phone number): Tom Dugan 916-837-7978
	Const. Mgr. Or Project Mgr. (name and phone number): <u>Phil Crummett 916-997-4525</u>
	Description of Project, Scope of Work Performed: <u>Approx. 19,50 feet of 8-inch and 12-inch water mains</u> associated appurtenances including fire hydrants, valves cathodic protection system and test stations. Installation of <u>approximately 340 new service lines from the new mains and connection to existing meters, public utility coordination</u> traffic control and all required permits. Total Construction Cost: <u>\$7,066,478</u>
	Total Change Order Amount: \$236,000
	Did Change Orders exceed 10% of original contract sum? No If yes, please explain on separate sheet.
	Original Scheduled Date of Completion: <u>11/11/21</u>
	Time Extensions Granted (number of Days):60
	Actual Date of Completion: <u>3/21/22</u>
	Number of Stop Notices filed by Subcontractors or Suppliers:0
Stat	tement of Qualifications 00 45 13 - 8 OPUD - Historic Olivehurst

OPUD - Historic Olivehurst Pipeline Replacement Project

#### PART D: [INTENTIONALLY OMITTED]

#### PART E: FINANCIAL INFORMATION

1. Has Bidder ever reorganized under the protection of bankruptcy laws? Yes \_\_\_\_\_ No \_X\_\_ If yes, please state when \_\_\_\_\_

- - - -

2. If Bidder has had the general liability carrier identified in Document 00 43 14 (Bidder Registration and Safety Experience Form) for less than 5 years, please provide additional information below for balance of the last 5 years:

Agency Name:N/A	
Contact Name:	
Phone Number	
Carrier:	A.M. Best Rating:
Carrier:	_ A.M. Best Rating:
Carrier:	_ A.M. Best Rating:

3. Has Bidder ever had insurance terminated by a carrier? Yes \_\_\_\_ No X If yes, explain on a separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.

Bidder hereby declares under penalty of perjury that all the information provided in this questionnaire is true and correct.

SIGNATURE Scott R. Lewis

Vice President & Construction General Manager TITLE

END OF DOCUMENT

PHIL CRUMMETT

Project Manager/Lead

#### Years of Expenence 12

#### Eduration

BS Mechanical Engineering Jacobs School of Engineering University of California, San Diego

Training & Certifications

Primavera P6

Plangrid

OSHA 40 Trenching/Excavation Competent Person

Confined Space Competent Person

Fluent in English

Phil has managed multiple water main projects and underground utility focused projects, totaling over \$60 million. His experience has resulted in a flexible, problem-solving approach. Phil will oversee the team and supervise the management of all aspects of the project from pre-construction to project closeout and be a solid line of communication between the project and the stakeholders. We are confident that Phil will either meet or exceed our proposed schedule.

#### PROJECT EXPERIENCE

#### Emergency Storm Basin D Rehabilitation - Elk Grove, CA

Removal of existing plastic liner and the export of 40k CYs of soil for the installation of 7" thick concrete lined Emergency Storm Basin. Installation of 12" pressurized washdown system as well as 20,000 LF of groundwater underdrain system. \$23 million project to be performed in one 6-month season. Delivered an on-time, under budget, quality project during a challenging and ever changing 2020 work season.

# Echo Water - Plow Equalization Project, Elk Grove, CA

Rehabilitation and expansion of existing earthen basins for the installation of a concrete liner. Nearly 200,000 LF of all types of underground utilities were also installed as part of this project with sizes ranging from 2" to 102". Tie-ins to the existing in-operation wastewater treatment plant had to be carefully planned and coordinated with all stake holders. Challenging site conditions, existing but unknown utilities and construction along-side an operating treatment plant was successfully planned and executed for the safe, quality completion of the project.

#### Regional Transis South Sociamento Corridor Phase 2 tight Gall Externior Sacramento, CA

Civil scope for the installation of 5 new miles of Regional Transit Light Rail Track from Meadowview to Cosumnes River College. Installation of 30,000 LF of trackside underdrain, 15,000 LF of roadway storm drain and existing utility improvements. The track and its associated facilities were constructed through both residential and commercial areas of South Sacramento. The track also crossed several main arterial roads and streets with traffic control plans that spanned from full road and intersection closures to small shoulder closures.

#### Laguna Water Meter Installation Area A, Elk Grove, CA

Water Meter Installation and Service Retrofit Project. Installation of nearly 1700 water meters along with the retrofit of the existing service lines in the residential neighborhoods of Laguna in Elk Grove. Preplanning, coordination and scheduling with the property owners was key to the success.

#### Lined Dedicated Land Disposal Unit 5

Excavation of 40 acre site for the installation of a plastic containment membrane/liner. 20,000 LF of 12" Fused Welded HDPE Harvested Sludge Disposal Piping and Hydrants. Installation of 20,000 LF of underdrain piping. Phased approach as excavation and utility work could not performed in consecutive sequences.

# Thomas Geise Underground Superintendent

Tom is a local resident with over 24 years of experience in the Local 3 Operators Union specializing in underground construction in Northern California. Tom's career has progressed from Mainline Excavation Operator to **Underground Superintendent with a focus** solely an large-scale sewer and drainage projects with challenging excavation conditions. He has a proven history of partnering with project stakeholders and clients to develop innovative ideas to enhance the quality and success of every project. He consistently provides cost effective solutions for complex constructibility issues that arise in the field. Tom has a collaborative, team-centric mentality and consistently works towards delivering projects on time, under budget, and within the project schedule.

gri, and high open schedule.

#### Firm Teichert

Education/Academic Qualifications Local 3 Operating Engineers Apprentice Program Fluent in English Tenure with Teichert: 7 years Total Years in Industry: 24 years

### Why Tom?

- Extensive underground experience in the exact same geologic conditions
- Proven record of partering with owners and project stakeholders to beat schedule and maintain budget
- ✓ Embraces a culture of safety



"I highly recommend Tom on any projects that require cordial and professional residential coordination, challenging terrain, and complex sequencing." - Liz Carrigton, P.E., Sr. Civil Engineer, El Dorado Irrigation District

# Owner/Client References

# Motherlode Force Main, Diamond Springs, CA

Client: El Dorado Irrigation District

Liz Carrington, Senior Civil Engineer at El Dorado Irrigation District T: 530.642.4077 | E: Icarrington@eid.org

Role: Tom is currently serving as the Underground Superintendent on this 3.3 mile sewer force main project within public right-of-way with multiple lateral and lift station tie-ins. He has been successful in creating and implementing innovative techniques to mitigate multiple risks to the schedule and minimize disruption to the residents, local businesses and the community. Phase I is currently complete and fully operational.

# 😢 Route 20 Colusa Rehabilitation, Caltrans, Colusa, CA

Client: Caltrans District 3 Anthony Granados, Resident Engineer, Chico Field Office T: 530.682.6584 | E: anthony.granados@dot.ca.gov

**Role:** Tom was the Underground Superintendent on this complete roadway reconstruction project through the busy downtown area of Colusa. He worked closely with the businesses that operated on this stretch of road to minimize impacts. Tom assisted in redesigning the traffic control and trenching operations to reduce the size of the work area to limit amount of road impacted by the work. **Caltrans awarded Tom with a Platinum Hard Hat Award in Safety Excellence for his efforts on this project.** 

# Ocoldstream Phase 3 Design-Assist, Truckee, CA

Client: Stonebridge Properties, LLC Doug Handen, Principal at Handen Co. T: 916-425-4662 | E: doug@handenco.com

Role: Tom was the foreman on this 14-acre subdivision which included installation of underground utilities in an environmentally sensitive areas. Due to the drainage of the project, the installation of the underground utilities could not be performed in a conventional manner. A high level of consideration and foresight needed to be excercised due to the number of live utility crossings. Teichert had to work with Kinder Morgan and develop construction processes to work around the high pressure fuel line.

# Thomas Geise Underground Superintendent

# Additional Relevant Experience

Motherlode Force Main, El Dorado Irrigation District, Diamond Springs, CA, continued. Proactive testing methodologies we used to test the system to ensure the installation was 100% accurate the first time and would maintain quality as the project progressed, while also mitigating any potential manufacturor risks. Given the length of the system, locating potenital leaks through testing posed a challenge. Teichert worked with the District to come up with an agreed upon testing methodology that segmented the line into 1,000 foot increments to ensure Teichert's inspection cameras could view the entire line in the event of a leak. Though this method was more onerous for Teichert than the specified methodology, it ensured that the pipe was sealed, eliminating schedule impacts of rework. "The Teichert team has proven to be proactive in addressing issues before the project schedule is impacted, being actively involved in all details of the project, and providing effective customer service." - Liz Carrington, P.E., Sr. Civil Engineer, El Dorado Irrigation District

Route 20 Colusa Pavement Rehabiliation, Caltrans, Colusa, CA, continued. This project originally included cast-in-place storm drain manholes directly in the middle of each intersection. The Teichert team and Caltrans were able to collaborate and modify the design to precast manholes which saved time, reduced extended delays and detours for the public. Tom and the project team were further able to capitalize on the cooperative partnering relationship to agree on a value engineering alternative of re-staging the project from 6 stages down to only 2 stages. The VECP also allowed Teichert to complete the work in in only one season when it was initially slated for two construction seasons. The work zone also included heavy local vehicle traffic and little room to stage equipment, and was further complicated by the wide-load farming equipment that was regularly transported through the area. Tom's crew utilized alternative trenching equipment to make better use of the small space while minimizing impacts to the travling public. Even amidst a complex traffic-controlled environment in an extremely narrow workzone, there were zero safety incidents to the project team, pedestrians, or the traveling public. This project received the 2023 Excellence in Partnering Award from Caltrans.

Highway 191 Slope Stabilization & Widening, Caltrans, Paradise, CA. Tom is currently the Underground Superintendent on this slope stabilization and widening project located along a 3-mile section of Clark Road in Paradise. Tom and his crew have designed their work area to help minimize traffic impacts while allowing for quick emergency response in the case of an evacuation. His experience working with the local ground conditions, maintenance of traffic, and residential coordination will be an advantage on the project.

Whitney Ranch Master Planned Development, Private Client, Rocklin, CA. Teichert was awarded 15 different contracts for the Whitney Ranch Development project over the span of 10 years, consisting of 5 separate subdivisions and 2 arterial roadways in challenging, rocky ground conditions. Whitney Ranch's sewer and storm drain infrastructure included approximately 188,230 feet of pipe, 580 manholes, and over 2,941 services. Teichert self-performed nearly all aspects of the project including movement of over 750,000 cy of dirt, installation of over 650,000 feet of underground wet utilities, 100,000 feet of dry utility conduits, and placement of 5,800 cy of concrete and 15,000 tons of asphalt. Given the size and duration of the project, the project team had to closely coordinate their operations with other Contractors performing work on site as well as residents taking occupancy of their new homes.

#### Souza Dairy Trunk Infrastructure, Private Client, Elk

**Grove, CA.** The Souza Dairy project is a new, masterplanned community located on a 500-acre site in Elk Grove. The sewer infrastructure encompassed approximately 1 mile of 27' deep sewer trunk main, testing and associated infrastructure for the new residential development. The overall project included over 1,245 pads, 1 million sf of channels, over 1 million sf of ponds, 1.1 million cy of dirt excavation, and over 14 million sf super pads.

**Oroville Dam Spillway Repair, Department of Water Resources, Oroville, CA.** After the catastrophic failure of the Oroville Dam Spillway in 2017, Teichert performed early work for DWR to quickly prep the site for re-construction prior to the next storm season. Teichert's scope of work included excavation, fill, and rock slope protection. Teichert was a major subcontractor to Syblon Reid.



# JOHN PURVIS, P.E. SCHEDULER

YEARS OF EXPERIENCE: 40

EDUCATION

CALIFORNIA STATE UNIVERSITY SACRAMENTO B.S. Civil Engineering

P.E. (Civil), CA #35307

TRAINING & CERTIFICATIONS:

ATSSA- Traffic Control Certified Technician & Supervisor

OSHA Trench & Excavation Competent Person

CPR – First Ald – Confined Space – Rigging– USA

KEY QUALIFICATIONS:

Overseeing Materials Quality Testing and Verification Procedures

Senior Project Management Expertise

Value Engineering

**Constructability Reviews** 

**Project Planning** 

**Project Phasing** 

Fluent in English

John brings 40 years of experience building and rehabilitating concrete roadways, including providing oversight and accountability for the quality of Teichert's work on numerous Department projects. John has managed projects similar to the SR 70 Binney Junction Project, involving large highways and bridges and complex MOT, working to ensure that construction quality meets or exceeds required specifications. John has never delivered an owner's project late. He understands the Department's quality expectations and requirements and has worked with District 03 on numerous jobs. John's expertise includes overseeing materials quality testing and verification procedures.

John has been recognized by owners' multiple times for his ability to develop strong working relationships essential to achieving quality goals. This recognition includes numerous Gold and Silver Partnering Awards from the Department, the 2013 Partnered Project of the Year award from the International Partnering Institute, and a 2014 Project of the Year award from the California Transportation Foundation. Finally, John's focus on safety was recognized in 2014 when the I-80 Auburn to Colfax Rehabilitation project for the Department, received the Associated General Contractors of California (AGC) Statewide Award for Safety Excellence.

#### **RELEVANT PROJECT EXPERIENCE:**

# I-80 DONNER REHABILITATION | Caltrans District 3 | SP220 Sector | Placer and Nevada Counties, CA - 05/2007-12/2012

Senior Project Manager. The project was part of a 10-year effort by the Department to replace and rehabilitate 15 mi. of concrete highway and bridges. Teichert performed concrete paving operations in multiple phases within challenging time constraints. These projects won the 2014 Project of the Year from California Transportation Foundation and the 2013 Silver Award for Excellence in Partnering from the Department, which credited the team's collaborative approach and innovative changes that improved safety, minimized time constraints, and led to a high-quality product.

John worked closely with the Department's Resident Engineer David Catania, promoting partnering relations on all levels to establish the collaborative atmosphere. John had responsibility for all quality on the job, including crushing operations and the concrete plant set up at Donner Summit. John ensured that the Department's testing and quality requirements for materials were adhered to. The project had a fully equipped, on-site testing lab with a Quality Control Manager and six certified technicians. John reviewed and approved daily reports from the Quality Control Manager, which were forwarded to the Department.

I-5 WILLOWS | Caltrans District 3 | 303000 200 | Willows. CA – 05/2017-08/2018 Project Manager. Teichert paved 20 miles of highway with 183,000 tons of asphalt in only 90 days with a smoothness that exceeded the Department's expectations and standard specifications for this type of paving. Teichert obtained a Mean Roughness Index (MRI) of 42 in./mi., versus the minimum MRI of 60 in./mi. required in the standard specification. The client noted that the smoothness provided a longer-lasting pavement, a safer roadway, cost savings through roadway maintenance requirements, and

decreased fuel consumption. John had overall responsibility for the quality of the work on the project, going above and beyond the smoothness specifications by using an Inertial profiler subcontractor to verify smoothness regularly in small sections of the roadway as paving operations progressed. His teambuilding skills were recognized when the project received a Gold Award for Excellence in Partnering

# 1-80 DIXON | Calirans | 542 000.000 | Dixon, CA - 03/2013-05/2015

Project Manager. This project was one of the Department's first uses of long-life asphalt concrete (AC) paving, which is designed to last 40 years. Extensive testing and research were required to get the material to the desired design life. The project also included the first large-scale use of precast concrete panels in California, requiring Teichert to develop innovative construction methods.

John was responsible for the overall Quality Control/Quality Assurance efforts. He worked together with Teichert Aggregates Quality Control group, academic researchers, and the Asphalt Paving Association to develop the AC material. The end result received the Department's Gold Award for Excellence in Partnering.

#### I-80 AUBURN TO COLFAX | Caltrans | \$40,000 000 | Auburn. CA - 07/2004-12/2007

Teichert rehabilitated and overlaid 19 mi. of I-80 with rock products and concrete—the same materials to be used on the US 50 Project—for this challenging project in mountainous terrain. Work was performed at night under lane closures, with constant vehicular traffic requiring extreme safety precautions. The three-year project received the AGC Statewide Award for Safety Excellence on a High Hazard Project due to a flawless safety record. Teichert successfully completed the job with zero lost time incidents. Teichert also used its 9,576 sq. ft. testing facility and staff of certified technicians to test materials on this project. This is the same facility that will be used for the US 50 testing work.

As the Project Manager, John was responsible for all quality issues. Particularly relevant to US 50 were the successful development of the mix design and the specially fabricated machinery for the first cold-in-place recycling project in California.





Liberty Mutual Surety 255 California Street, Suite 950 San Francisco, CA 94111

June 18, 2024

Re: Bonding Reference for A. Teichert & Son, Inc. dba Teichert Construction

To Whom It May Concern:

Liberty Mutual Insurance Company (Liberty) provides surety bonds for A. Teichert & Son, Inc. dba Teichert Construction (Teichert Construction). Teichert Construction has been a valued client of Liberty Surety since 2003. We consider the capabilities and financial strength of Teichert Construction to be among the top in the industry, and we would give them our unqualified recommendation.

We would give favorable consideration to a request from Teichert Construction for performance and payment bonds on Single Size projects in the range of \$250,000,000. We also would give favorable consideration to aggregate bonding capacity in the range of \$2,000,000,000.00. There is currently in excess of \$1,500,000,000.00 in unutilized bonding capacity available.

Please also note, we have not completed nor paid for the completion of any contracts for Teichert Construction due to default or termination for default under a contract (inclusive of design-build contracts) in our time as their surety.

Liberty maintains an AM. Best Rating of A with a Financial Size Category of XV. Any arrangement for final bonds is a matter between Liberty and Teichert Construction and Liberty assumes no liability to third parties if for some reason we do not execute said bond or bonds.

Teichert Construction's surety broker of record is Alliant Insurance Services, Inc. located at 560 Mission Street, 6<sup>th</sup> Floor, San Francisco, CA 94105. Phone: 415-652-0958. If you have any concerns, please reach out to them.

Sincerely,

Jossica L. Nowlin

Attorney-in-Fact, Liberty Mutual Insurance Company

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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

State of California	)	
	) ss	
County of San Francisco		

On <u>devia 8754</u>, before me, <u>Patricia Arana, Notary Public</u>, personally appeared <u>Jessica L. Nowlin</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature:

Patricia Arána, Notary Public

(Seal)



LMS-12873 LMIC OCIC WAIC MUSIC6 02/2\*

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

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Cemficale No: 8205005-985582

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jessica L. Nowlin, John D. Gilluand, John T. Lettierr, Witham Phillips, Jr.

	all of the city of San Francisco state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surely obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.	
	IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of March 2001	
guarantees.	Superior and the superior of t	lifies.
e guara	State of PENNSYLVANIA County of MONTGOMERY ss	De lo
value	On this 10th day of March . 2021 before me personally appeared David M Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casually Company, and West American Insurance Company, and that he, as such being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.	(POA) verification inquines.
terest rate or resid	IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written           IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written           IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written           IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written           In the day and year first above written	r Power of Attorney (POA)
currency rate,	Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such imulation as the Chairman or the President may prescribe, shall appoint such altorneys in fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surely obligations. Such attorneys in fact, subject to the limitations set forth in their respective powers of attorney, shall appoint such attorneys of attorneys and end other surely and all undertakings.	For bond and/or Pr
	ARTICLE XIII – Execution of Contracts: Section 5. Surely Bonds and Undertakings Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe shall appoint such attorneys in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings bonds, recognizances and other surely obligations. Such attorneys in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary	bolo.
	Certificate of Designation The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in- fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.	
	Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney-ssued by the Company in connection with surely bonds shall be valid and binding upon the Company with the same force and effect as though manually affixed.	
	I. Renee C. Llewellyn, the undersigned, Assistant Secretary. The Ohio Casualty Insurance Company. Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.	
	IN TESTIMONY WHEREOF Thave hereunto set my hand and affixed the seals of said Companies this day ofday of	
	1912 1912 1912 1912 1913 1914 1914 1914 1914 1917 1917 1917 1917 1917 1919 1919 1919 1919 1919 1919 1919 1919 1919 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910 1910	



Insurance Risk Management Consulting

July 10, 2024

**Olivehurst Public Utility District** 1970 9th Ave. Olivehurst, CA 95961

RE: Olivehurst Public Utility District - Historic Olivehurst Pipeline Replacement Project - Project Number 2024-001 Insurance Confirmation Letter

To Whom It May Concern;

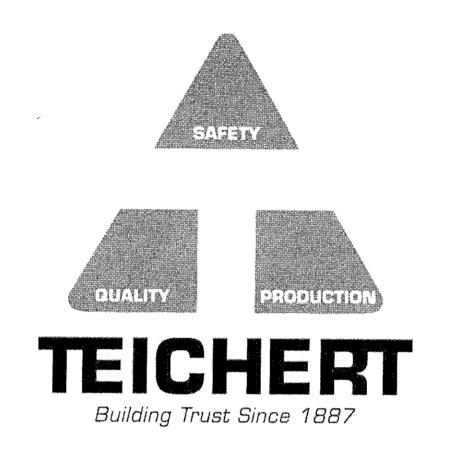
As the broker to A. Teichert & Son, Inc. dba Teichert Construction, we have reviewed the insurance requirements for the project referenced above and can confirm that A. Teichert & Son, Inc. dba Teichert Construction can meet these requirements under their current insurance program.

Should you have any questions, please feel free to contact me.

Regards,

Bin Watte

Brian Watts Account Executive Gallagher



## Safety & Health Program Policy Statement

Safety Department 6/1/2021



Policy Statement

### Safety and Health Program Policy Statement

TITLE: Safety & Health Program Policy Statement	
DOCUMENT TYPE: Policy	NUMBER: TMS-SAF-POL-003
DEPT WITH PRIMARY RESPONSIBILITY: Safety	
WRITTEN BY: Robert Lucchesi	REVISED BY: Chris Poyner/Robert Lucchesi
APPROVED BY: Jud Riggs / Mary Teichert	
PURPOSE: To define the scope, responsibilities, req	uirements, and procedures for Teichert's Saf
and Health Program.	

		REVISION HISTORY	
EFFECTIVE DATE	REVISION	BRIEF DESCRIPTION OF CHANGE	DCR NO.
06/01/2016	V 1.0	Original Issue	
06/01/2018	V 2.0	Initial Issue - Teichert Management Systems Format	
06/01/2021	V 3.0	Policy Statement reviewed for updates and approved	
*******	·····		



Policy Statement

Safety and Health Program Policy Statement

### Safety & Health Program Policy Statement

A. Teichert and Son, Inc. Policy Statement

Safety is an integral part of our business. Teichert has the responsibility for informing, training, and equipping our employees so they can maintain a healthy, safe, engaged and productive work environment. The protection of our employees, customers, public, public property and the environment is essential to the successful completion of every endeavor we undertake. Care and concern for our employees is a core value of Teichert.

Since we value people and property, any injury or incident is an unacceptable event. We are all held accountable for conducting ourselves and our work safely and productively. There is no job so urgent we cannot take time or expense to adequately plan and to do the work in accordance with the provisions of Teichert's Safety and Health Program.

This program establishes the basis of the safety and health standards for all of us – managers, supervisors, foremen and employees. It assigns responsibilities; establishes procedures for hazard evaluation, employee and supervisory training, program enforcement and discipline, incident investigation and record keeping; and lists basic prevention requirements for our typical operations. Additional standards may exist within particular business units as well.

It is our desire that this written safety and health program will assist us in our actively caring culture to ensure that our employees go home safe every day. We recognize that safety is a continuous improvement process without a finish line. To this end, this written program will be periodically amended to keep pace with regulatory and legal changes and recognize enhancements in correct work procedures.

If you have any questions or suggestions for improvement, please contact your local Safety Professional or call us at (916) 484-3011.

Jud Riggs Chairman & CEO - Teichert, Inc.

Mary Teichert President - Teichert, Inc.

ry feident

Teichert Management System (TMS) Proprietary Information Electronically Controlled. The printed version of this document is uncontrolled. Form #: TMS-SAF-POL-003 Effective Date: 6/1/2021 Approved: Director of Safety

Page 2 of 2 Version No. V 3.0

### A. Teichert & Son, Inc.

### Facilities

### **Corporate Office**

3500 American River Drive, Sacramento, CA 95864 | Ph: 916-484-3011, Fax: 916-484-6506

### **Teichert Construction**

### **Fresno Office**

Physical: 5771 South Toyota Ave., Fresno, CA 93725 | Ph: 559-813-3100, Fax: 559-813-3099

### **Roseville Office**

400 Sunrise Avenue, Suite 300, Roseville, CA 95661 | Ph: 916-757-6400 | Fax: 916-757-6499

**Lincoln Office** 

4401 Duluth Avenue, Rocklin, CA 95765 | Ph: 916-645-4800 | Fax: 916-645-4801

### Pleasanton Office

5200 Franklin Drive, Suite 115, Pleasanton, CA 94588 | Ph: 925-621-5700 | Fax: 925-621-5799

### Stockton Office

265 Val Dervin Parkway, Stockton, CA 95206 | Ph: 209-983-2300 | Fax: 209-983-2375

### Woodland Office

24207 County Road 100A, Davis, CA 95616 | Ph: 530-406-4200 | Fax: 530-406-4299

### **Monterey**

223 Harrison Road, Suite #1B, Salinas, CA 93907 | Ph: (831) 998-8784 or (831) 800-7382

### **Teichert Materials**

Aggregate & Asphalt Sales and Customer Service John Dooly, Director of Sales, Teichert Rock Products | 1-888-305-2900

Aggregate Resource Development / Permitting Michael Smith, Manager | Ph: 916-484-3307 | Fax: 916-484-7012

### **Boca Quarry**

16674 Hinton Rd., Truckee, CA 96161 | Ph: 530-582-1016

### Cool Cave Quarry

2601 Highway 49, Cool, CA 95614 | Ph: 530-885-4244 | Fax: 530-885-8961

### <u>Grantline</u>

3417 Grant Line Road, Rancho Cordova, CA 95742 | Ph: 916-351-0123 | Fax: 916-351-0152

### <u>Hallwood</u>

3331 Walnut Avenue, Marysville, CA 95901 | Ph: 530-749-1106 | Fax: 530-749-1229

### Martis Valley

13879 Joerger Road, Truckee, CA 96161 | Ph: 530-587-3811 | Fax: 530-587-5001

### Marysville

4249 Hammonton-Smartsville Rd., Marysville, CA 95901 | Ph: 530-743-6111 | Fax: 530-743-6297

### Perkins

8760 Kiefer Blvd., Sacramento, CA 95826 | Ph: 916-386-6900 | Fax: 916-386-6966

### <u>Truckee Quarry</u>

Old State Rte 40, Truckee, CA 96161 | Ph: 530-587-3811

### <u>Vernalis</u>

36314 South Bird Road, Tracy, CA 95304 | Ph: 209-834-8300 | Fax: 209-834-8383

Woodland

35030 County Road 20, Woodland, CA 95695 | Ph: 530-661-4290 | Fax: 530-662-1580

<u>Western Nevada Materials – Spanish Springs Plant (AC)</u> 1500 Sha Neva Rd., Sparks, NV 89436 | Ph: 775-425-2600 | Fax: 775-284-332

<u>Santa Fe Aggregates – Waterford (Agg/AC)</u> 17300 Yosemite Blvd., Waterford, CA 95386 | Ph: 209-874-1495 | Fax: 209-874-2007

<u>Winton (Agg/AC)</u> 11650 N. Shaffer Rd., Winton, CA 95388 | Ph: 209-358-3303 | Fax: 209-358-5754

### **Doolittle Quarry (Agg)**

15345 N. Snelling Rd., Snelling, CA 95369 | Ph: 209-358-3303

### Kaweah (Agg)

22400 Ave. 335, Woodlake, CA 93286 | Ph: 559-564-3302 | Fax: 559-564-8389

### Kaweah South (Agg)

32748 Road 212, Woodlake, CA 93268 | Ph: 559-564-3302

### LaGrange Quarry (Agg)

21600 Yosemite Blvd., Waterford, CA 95386 | Ph: 209-874-1495

QUANTITY	MAKE, MODEL, CAPACITY	Year	CONDITION	YEARS OF SERVICE	LOCATION
1	BOMAG CR1030W	2020	GOOD	4	NORTHERN CA
1	BOMAG BW138AC-5	2021	GOOD	3	NORTHERN CA
1	BOMAG BW206AD-5	2021	GOOD	3	NORTHERN CA
1	BOMAG CR1030W	2022	LIKE NEW	2	NORTHERN CA
1	BOMAG CR1030W	2022	LIKE NEW	2	NORTHERN CA
1	CATERPILLAR 328D	2013	GOOD	11	NORTHERN CA
1	CATERPILLAR 303.5E2	2017	GOOD	7	NORTHERN CA
1	CATERPILLAR 303.5E2	2017	GOOD	7	NORTHERN CA
1	CATERPILLAR 325	2022	LIKE NEW	2	NORTHERN CA
1	CATERPILLAR 325	2023	NEW	1	NORTHERN CA
1	CATERPILLAR 325	2023	NEW	1	
1	CATERPILLAR 631E	1987	GOOD	37	NORTHERN CA
1	CATERPILLAR 631E	1987	GOOD	37	NORTHERN CA
1	CATERPILLAR 631E	1987	GOOD	37	NORTHERN CA
1	CATERPILLAR 631E	1988	GOOD		NORTHERN CA
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	CATERPILLAR 631E	1988	GOOD	36	NORTHERN CA
	CATERPILLAR 631E	1989	GOOD	36	NORTHERN CA
	CATERPILLAR 631E	1989		35	NORTHERN CA
·	CATERPILLAR 623F	1989	GOOD	35	NORTHERN CA
	CATERPILLAR 623F	2000		25	NORTHERN CA
	CATERPILLAR 623F			24	NORTHERN CA
	CATERPILLAR 815F	2000		24	NORTHERN CA
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		2003		21	NORTHERN CA
		2004		20	NORTHERN CA
	CATERPILLAR 14H	2004		20	NORTHERN CA
	CATERPILLAR 14H	2004		20	NORTHERN CA
	CATERPILLAR 613C	2004		20	NORTHERN CA
	CATERPILLAR 613C	2004	GOOD	20	NORTHERN CA
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······································	CATERPILLAR 623G	2004	GOOD	20	NORTHERN CA
·····	CATERPILLAR 623G	2004	GOOD	20	NORTHERN CA
	CATERPILLAR 815F	2004	GOOD	20	NORTHERN CA
	CATERPILLAR 824	2005	GOOD	19	NORTHERN CA
	CATERPILLAR 613C	2005	GOOD	19	NORTHERN CA
	CATERPILLAR 613C	2005	GOOD	9	NORTHERN CA
	CATERPILLAR 613C	2005	GOOD	9	NORTHERN CA
	CATERPILLAR 623G	2005		9	NORTHERN CA
	CATERPILLAR 623G	2005		9	NORTHERN CA
	CATERPILLAR 637G	2005		9	NORTHERN CA
	CATERPILLAR 637G	2005		9	NORTHERN CA
	CATERPILLAR 637G	2005		9	NORTHERN CA
	CATERPILLAR 637G	2005		9	NORTHERN CA
	CATERPILLAR 815F	2005	·	9	
	CATERPILLAR 613C	2006		8	NORTHERN CA
·····	CATERPILLAR 613C	2006	· · · · · · · · · · · · · · · · · · ·	o 8	NORTHERN CA
· · · · · · · · · · · · · · · · · · ·	CATERPILLAR 613C	2006	-		NORTHERN CA
	CATERPILLAR 613C	2006		8	NORTHERN CA
	CATERPILLAR 623G	L V V V	1 1 1 1	8	NORTHERN CA

1	CATERPILLAR 623G	2006	GOOD	18	NORTHERN CA
1	CATERPILLAR 623G	2006	GOOD	18	NORTHERN CA
1	CATERPILLAR 623G	2006	GOOD	18	NORTHERN CA
1	CATERPILLAR 623G	2006	GOOD	18	NORTHERN CA
1	CATERPILLAR 637G	2006	GOOD	18	
1	CATERPILLAR 637G	2006	GOOD	18	NORTHERN CA
1	CATERPILLAR 825G	2006	GOOD		NORTHERN CA
1	CATERPILLAR D8R	2006	GOOD	18	NORTHERN CA
1	CATERPILLAR MT965B	2000	GOOD	18	NORTHERN CA
1	CATERPILLAR 613G	2007	GOOD	17	NORTHERN CA
1	CATERPILLAR MT965C	2009		15	NORTHERN CA
1	CATERPILLAR 613G	2009	GOOD	15	NORTHERN CA
1	CATERPILLAR 613G		GOOD	14	NORTHERN CA
1		2010	GOOD	14	NORTHERN CA
1 1	CATERPILLAR 336E	2011	GOOD	13	NORTHERN CA
	CATERPILLAR 349E	2011	GOOD	13	NORTHERN CA
1	CATERPILLAR 140M	2012	GOOD	12	NORTHERN CA
1	CATERPILLAR 160M2	2012	GOOD	12	NORTHERN CA
1	CATERPILLAR 308D	2012	GOOD	12	NORTHERN CA
1	CATERPILLAR 314D	2012	GOOD	12	NORTHERN CA
1	CATERPILLAR 321DLCR	2012	GOOD	12	NORTHERN CA
1	CATERPILLAR 328D	2012	GOOD	12	NORTHERN CA
1	CATERPILLAR 623H	2012	GOOD	12	NORTHERN CA
1	CATERPILLAR 825H	2012	GOOD	12	NORTHERN CA
1	CATERPILLAR 14M	2013	GOOD	11	NORTHERN CA
1	CATERPILLAR 14M	2013	GOOD	11	NORTHERN CA
1	CATERPILLAR 328D	2013	GOOD	11	NORTHERN CA
1	CATERPILLAR 815F	2013	GOOD		NORTHERN CA
1	CATERPILLAR 825H	2013	GOOD	11	NORTHERN CA
1	CATERPILLAR CS56	2013	GOOD	11	NORTHERN CA
1	CATERPILLAR CS56	2013	GOOD	11	
1	CATERPILLAR CW34	2013	GOOD	11	NORTHERN CA
1	CATERPILLAR D8T	2013	GOOD	11	NORTHERN CA
1	CATERPILLAR D8T	2013	GOOD		NORTHERN CA
[	CATERPILLAR 14M	2013	GOOD	11	NORTHERN CA
	CATERPILLAR 308D			10	NORTHERN CA
	CATERPILLAR 349E	2014	GOOD	10	NORTHERN CA
		2014	GOOD	10	NORTHERN CA
		2014	GOOD	10	NORTHERN CA
	CATERPILLAR 637G	2014	GOOD	10	NORTHERN CA
	CATERPILLAR 637G	2014	GOOD	10	NORTHERN CA
-	CATERPILLAR D6T	2014	GOOD	10	NORTHERN CA
	CATERPILLAR 140M3	2015	GOOD	9	NORTHERN CA
	CATERPILLAR 14M	2015	GOOD	9	NORTHERN CA
	CATERPILLAR 14M	2015	GOOD	9	NORTHERN CA
	CATERPILLAR 14M	2015	GOOD	9	NORTHERN CA
	CATERPILLAR 14M	2015	GOOD	9	NORTHERN CA
	CATERPILLAR 14M	2015	GOOD	9	NORTHERN CA
	CATERPILLAR 349F	2015	GOOD	9	NORTHERN CA
	CATERPILLAR 390F	2015	GOOD	9	NORTHERN CA
• #	CATERPILLAR 430F	2015	GOOD	9	NORTHERN CA
	CATERPILLAR 430F	2015	GOOD	9	NORTHERN CA
	CATERPILLAR 430F	2015	GOOD	9	NORTHERN CA
	CATERPILLAR 430F	2015	GOOD	9	
··· · · · · · · · · · · · · · · · · ·			GOOD		NORTHERN CA
	CATERPILLAR 430F2	2015	1(-()())	9	NORTHERN CA

1	CATERPILLAR 450F	2015	GOOD	9	NORTHERN CA
1	CATERPILLAR 815F	2015	GOOD	9	NORTHERN CA
1	CATERPILLAR 825K	2015	GOOD	9	NORTHERN CA
1	CATERPILLAR 950M	2015	GOOD	9	NORTHERN CA
1	CATERPILLAR AP1055F	2015	GOOD	9	NORTHERN CA
1	CATERPILLAR D8T	2015	GOOD	9	NORTHERN CA
1	CATERPILLAR 308E2	2016	GOOD	8	NORTHERN CA
1	CATERPILLAR 336F	2016	GOOD	8	NORTHERN CA
1	CATERPILLAR 336F	2016	GOOD	8	NORTHERN CA
1	CATERPILLAR 336F	2016	GOOD	8	NORTHERN CA
1	CATERPILLAR 352F	2016	GOOD	8	NORTHERN CA
1	CATERPILLAR 352F	2016	GOOD	8	NORTHERN CA
1	CATERPILLAR 352F	2016	GOOD	8	NORTHERN CA
1	CATERPILLAR 390F	2016	GOOD	8	
1	CATERPILLAR 390FL	2016	GOOD		NORTHERN CA
1	CATERPILLAR 390FL	2016	GOOD	8	NORTHERN CA
1	CATERPILLAR 627K	2016	GOOD	8	NORTHERN CA
1	CATERPILLAR 627K	2010	GOOD	8	NORTHERN CA
1	CATERPILLAR 627K	2016	GOOD	8	NORTHERN CA
1	CATERPILLAR 627K	2016		8	NORTHERN CA
<u>1</u> 1	CATERFILLAR 815F2	2016	GOOD	8	NORTHERN CA
1	CATERFILLAR 81512	· · · · · · · · · · · · · · · · · · ·	GOOD	8	NORTHERN CA
1		2016	GOOD	8	NORTHERN CA
1		2016	GOOD	8	NORTHERN CA
1	CATERPILLAR CB64B	2016	GOOD	8	NORTHERN CA
1 1	CATERPILLAR CB64B	2016	GOOD	8	NORTHERN CA
1	CATERPILLAR CB64B	2016	GOOD	8	NORTHERN CA
1	CATERPILLAR CS56B	2016	GOOD	8	NORTHERN CA
1	CATERPILLAR CS56B	2016	GOOD	8	NORTHERN CA
1	CATERPILLAR D6T	2016	GOOD	8	NORTHERN CA
1	CATERPILLAR 14M3	2017	GOOD	7	NORTHERN CA
1	CATERPILLAR 14M3	2017	GOOD	7	NORTHERN CA
1	CATERPILLAR 336F	2017	GOOD	7	NORTHERN CA
1	CATERPILLAR 336F	2017	GOOD	7	NORTHERN CA
1	CATERPILLAR 336F	2017	GOOD	7	NORTHERN CA
1	CATERPILLAR 349F	2017	GOOD	7	NORTHERN CA
1	CATERPILLAR 352F	2017	GOOD	7	NORTHERN CA
1	CATERPILLAR 430F2	2017	GOOD	7	NORTHERN CA
1	CATERPILLAR 430F2	2017	GOOD	7	NORTHERN CA
1	CATERPILLAR 430F2	2017	GOOD	7	NORTHERN CA
1	CATERPILLAR 430F2	2017	GOOD	7	NORTHERN CA
L.	CATERPILLAR 430F2	2017	GOOD	7	NORTHERN CA
1	CATERPILLAR 430F2	2017	GOOD	7	NORTHERN CA
[	CATERPILLAR 613K	2017	GOOD	7	NORTHERN CA
ļ	CATERPILLAR 613K	2017	GOOD	7	NORTHERN CA
	CATERPILLAR 815F2	2017	GOOD	7	NORTHERN CA
	CATERPILLAR 950M	2017	GOOD	7	NORTHERN CA
·····	CATERPILLAR CB24	2017	GOOD	7	NORTHERN CA
	CATERPILLAR CB24	2017	GOOD	7	NORTHERN CA
	CATERPILLAR CB64B	2017	GOOD	7	
	CATERPILLAR CB64B	2017	GOOD	7	NORTHERN CA
	CATERPILLAR CS56B-MN	2017	GOOD	7	NORTHERN CA
	CATERPILLAR CS56B-MN	2017	GOOD		NORTHERN CA
	CATERPILLAR D10T2	2017	GOOD	7	NORTHERN CA

1	CATERPILLAR 308E2	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR 308E2	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR 140M3	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR 14M	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR 14M	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR 14M	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR 330F	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR 330F	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR 330F	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR 330F	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR 336F	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR 336F	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR 336F	2018	GOOD	6	·····
1	CATERPILLAR 336F	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR 336F	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR 336F	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR 352F	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR 352F	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR 352F	2018	GOOD		NORTHERN CA
1	CATERPILLAR 352F	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR 352F	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR 374F	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR 390F-XZ	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR 390F-XZ	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR 430F2		GOOD	6	NORTHERN CA
	CATERPILLAR 430F2	2018		6	NORTHERN CA
1		2018	GOOD	6	NORTHERN CA
1		2018	GOOD	6	NORTHERN CA
1	CATERPILLAR AP1055F	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR CB10	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR CB10	2018	GOOD	6 -	NORTHERN CA
1	CATERPILLAR CB10	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR CB34B	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR CB34B	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR CB64B	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR CB64B	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR CB64B	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR D6T	2018	GOOD	6	NORTHERN CA
1	CATERPILLAR 336	2019	GOOD	5	NORTHERN CA
1	CATERPILLAR 140M3	2019	GOOD	5	NORTHERN CA
1	CATERPILLAR 14M3	2019	GOOD	5	NORTHERN CA
1	CATERPILLAR 14M3	2019	GOOD	5	NORTHERN CA
1	CATERPILLAR 14M3	2019	GOOD	5	NORTHERN CA
1	CATERPILLAR 14M3	2019	GOOD	5	NORTHERN CA
1	CATERPILLAR 160M3	2019	GOOD	5	NORTHERN CA
1	CATERPILLAR 352F	2019	GOOD	5	NORTHERN CA
1	CATERPILLAR AP1055F	2019	GOOD	5	NORTHERN CA
1	CATERPILLAR CB10	2019	GOOD	5	NORTHERN CA
1	CATERPILLAR CB10	2019	GOOD	5	NORTHERN CA
1	CATERPILLAR CB13	2019	GOOD	5	NORTHERN CA
1	CATERPILLAR 330	2020	GOOD	4	NORTHERN CA
1	CATERPILLAR 330	2020	GOOD	4	NORTHERN CA
1	CATERPILLAR 330	2020	GOOD	4	NORTHERN CA
1	CATERPILLAR 330	2020	GOOD	4	NORTHERN CA
1	CATERPILLAR 336	2020	GOOD	4	NORTHERN CA

⊥ 	CATERPILLAR 14M	2020	GOOD	4	NORTHERN CA
1	CATERPILLAR 352F	2020	GOOD	4	NORTHERN CA
1	CATERPILLAR 352F	2020	GOOD	4	NORTHERN CA
1	CATERPILLAR 430F2	2020	GOOD	4	NORTHERN CA
1	CATERPILLAR 430F2	2020	GOOD	4	NORTHERN CA
1	CATERPILLAR 430F2	2020	GOOD	4	NORTHERN CA
1	CATERPILLAR 430F2	2020	GOOD	4	NORTHERN CA
1	CATERPILLAR 335	2021	GOOD	3	NORTHERN CA
1	CATERPILLAR 430	2021	GOOD	3	NORTHERN CA
1	CATERPILLAR 430	2021	GOOD	3	NORTHERN CA
1	CATERPILLAR 430	2021	GOOD	3	NORTHERN CA
1	CATERPILLAR 430	2021	GOOD	3	NORTHERN CA
1	CATERPILLAR 430	2021	GOOD	3	NORTHERN CA
1	CATERPILLAR 430	2021	GOOD	3	NORTHERN CA
1	CATERPILLAR 430	2021	GOOD	3	NORTHERN CA
1	CATERPILLAR 430	2021	GOOD	3	NORTHERN CA
1	CATERPILLAR 430	2021	GOOD	3	
1	CATERPILLAR 430	2021	GOOD	3	NORTHERN CA
1	CATERPILLAR 815	2021	GOOD	3	NORTHERN CA
1	CATERPILLAR 637K	2021	GOOD	3	NORTHERN CA
1	CATERPILLAR 637K	2021	GOOD	3	NORTHERN CA
1	CATERPILLAR AP1055	2021	GOOD	3	NORTHERN CA
1	CATERPILLAR AP655F	2021	GOOD	····	NORTHERN CA
l	CATERPILLAR CB10	2021	GOOD	3	NORTHERN CA
l	CATERPILLAR K13	2021	GOOD	3	NORTHERN CA
	CATERPILLAR 14	2021	LIKE NEW	3	NORTHERN CA
	CATERPILLAR 14	2022	LIKE NEW	2	NORTHERN CA
· · · · · · · · · · · · · · · · · · ·	CATERPILLAR 14	2022		2	NORTHERN CA
	CATERPILLAR 14	2022		2	NORTHERN CA
	CATERPILLAR 160	2022	LIKE NEW	2	NORTHERN CA
	CATERPILLAR 308		LIKE NEW	2	NORTHERN CA
	CATERPILLAR 308	2022	LIKE NEW	2	NORTHERN CA
	CATERPILLAR 315	2022		2	NORTHERN CA
,		2022	LIKE NEW	2	NORTHERN CA
		2022	LIKE NEW	2	NORTHERN CA
***		2022	LIKE NEW	2	NORTHERN CA
	CATERPILLAR 315	2022	LIKE NEW	2	NORTHERN CA
	CATERPILLAR 315	2022	LIKE NEW	2	NORTHERN CA
	CATERPILLAR 325	2022	LIKE NEW	2	NORTHERN CA
<u> </u>	CATERPILLAR 330	2022	LIKE NEW	2	NORTHERN CA
	CATERPILLAR 336	2022	LIKE NEW	2	NORTHERN CA
	CATERPILLAR 336	2022	LIKE NEW	2	NORTHERN CA
	CATERPILLAR 336	2022	LIKE NEW	2	NORTHERN CA
	CATERPILLAR 336	2022	LIKE NEW	2	NORTHERN CA
	CATERPILLAR 336	2022	LIKE NEW	2	NORTHERN CA
·····	CATERPILLAR 336	2022	LIKE NEW	2	NORTHERN CA
	CATERPILLAR 336	2022	LIKE NEW	2	NORTHERN CA
	CATERPILLAR 352	2022	LIKE NEW	2	NORTHERN CA
	CATERPILLAR 352	2022	LIKE NEW	2	NORTHERN CA
	CATERPILLAR 352	2022	LIKE NEW	2	NORTHERN CA
	CATERPILLAR 430	2022	LIKE NEW	2	NORTHERN CA
	CATERPILLAR 430	2022	LIKE NEW	2	NORTHERN CA
	CATERPILLAR 160 AWD	2022	LIKE NEW	2	NORTHERN CA
	CATERPILLAR 352 NARROW	2022	LIKE NEW	2	
	CATERPILLAR 430F2	2022	LIKE NEW	2	NORTHERN CA NORTHERN CA

1	CATERPILLAR 623K	2022	LIKE NEW	2	NORTHERN CA
1	CATERPILLAR 637K	2022	LIKE NEW	2	NORTHERN CA
1	CATERPILLAR 637K	2022	LIKE NEW	2	NORTHERN CA
1	CATERPILLAR AP1055	2022	LIKE NEW	2	NORTHERN CA
1	CATERPILLAR 14	2023	NEW	1	NORTHERN CA
1	CATERPILLAR 14	2023	NEW	_ <u> .</u> 1	NORTHERN CA
1	CATERPILLAR 14	2023	NEW	- <u> -</u>	
1	CATERPILLAR 305	2023	NEW		NORTHERN CA
1	CATERPILLAR 305	2023	NEW		NORTHERN CA
1	CATERPILLAR 305	2023	NEW	1	NORTHERN CA
1	CATERPILLAR 305	2023	NEW		NORTHERN CA
1	CATERPILLAR 308	2023	NEW	1	NORTHERN CA
1	CATERPILLAR 308	2023	NEW	1	NORTHERN CA
1	CATERPILLAR 308	2023	INEW	1	NORTHERN CA
1	CATERPILLAR 308	2023	NEW	1	NORTHERN CA
1	CATERPILLAR 308	2023		1	NORTHERN CA
1	CATERPILLAR 308	2023	NEW	1	NORTHERN CA
1	CATERPILLAR 308		NEW	1	NORTHERN CA
1	CATERPILLAR 308	2023	NEW	1	NORTHERN CA
1	CATERPILLAR 308	2023	NEW	1	NORTHERN CA
+ 1		2023	NEW	1	NORTHERN CA
1	CATERPILLAR 325	2023	NEW	1	NORTHERN CA
-	CATERPILLAR 325	2023	NEW	1	NORTHERN CA
1	CATERPILLAR 325	2023	NEW	1	NORTHERN CA
1	CATERPILLAR 330	2023	NEW	1	NORTHERN CA
1	CATERPILLAR 330	2023	NEW	1	NORTHERN CA
1	CATERPILLAR 330	2023	NEW	1	NORTHERN CA
<u> </u>	CATERPILLAR 335	2023	NEW	1	NORTHERN CA
	CATERPILLAR 335	2023	NEW	1	NORTHERN CA
	CATERPILLAR 335	2023	NEW	1	NORTHERN CA
	CATERPILLAR 335	2023	NEW	1	NORTHERN CA
	CATERPILLAR 340	2023	NEW	1	NORTHERN CA
	CATERPILLAR 340	2023	NEW	1	NORTHERN CA
	CATERPILLAR 430	2023	NEW	1	NORTHERN CA
	CATERPILLAR 430	2023	NEW	1	NORTHERN CA
	CATERPILLAR 430	2023	NEW	1	NORTHERN CA
	CATERPILLAR 623K	2023	NEW	1	NORTHERN CA
	CATERPILLAR 623K	2023	NEW	1	NORTHERN CA
	CATERPILLAR 623K	2023	NEW	1	NORTHERN CA
	CATERPILLAR AP1055	2023	NEW	1	NORTHERN CA
	CATERPILLAR AP655	2023	NEW	1	NORTHERN CA
	CATERPILLAR CB2.7	2023	NEW	1	NORTHERN CA
	CATERPILLAR CB2.7	2023	NEW	1	NORTHERN CA
	CATERPILLAR CB2.7	2023	NEW	1	
	CATERPILLAR CB2.7	2023	NEW	<u>'</u>	
	CATERPILLAR CB2,7	2023	NEW	+	NORTHERN CA
	CATERPILLAR CB2.7	2023	NEW	1	NORTHERN CA
	CATERPILLAR CB2.7	2023	NEW		NORTHERN CA
	CATERPILLAR CB2.7	2023	NEW	1	NORTHERN CA
	CATERPILLAR CB2,7	2023		1	NORTHERN CA
	CATERPILLAR CB2.7		NEW	1	NORTHERN CA
		2023	NEW	1	NORTHERN CA
		2023	NEW	1	NORTHERN CA
	CATERPILLAR CB2.7	2023	NEW	1	NORTHERN CA
	CATERPILLAR CB2.7	2023	NEW	1	NORTHERN CA
	CATERPILLAR CB2.7	2023	NEW	1	NORTHERN CA

1	CATERPILLAR CB2.7	2023	NEW	1	NORTHERN CA
1	CATERPILLAR CB2.7	2023	NEW	1	NORTHERN CA
1	CATERPILLAR CB2.7	2023	NEW		NORTHERN CA
1	CATERPILLAR CB2.7	2023	NEW	1	NORTHERN CA
1	CATERPILLAR CB2.7	2023	NEW	1	NORTHERN CA
1	CATERPILLAR CB2.7	2023	NEW	1	NORTHERN CA
1	CATERPILLAR D6XE	2023	NEW	1	NORTHERN CA
1	CATERPILLAR 308	2024	NEW	0	NORTHERN CA
1	CATERPILLAR 430	2024	NEW	0	NORTHERN CA
1	CATERPILLAR 430	2024	NEW	0	
1	CATERPILLAR 430	2024	NEW	0	NORTHERN CA
1	CATERPILLAR 430	2024	NEW	0	NORTHERN CA
1	CATERPILLAR 14 15A	2024	NEW	0	NORTHERN CA
1	CEDARAPIDS MS-2	2005	GOOD		NORTHERN CA
1	CEDARAPIDS MS-2	2014	GOOD	19	NORTHERN CA
1	CEDARAPIDS CR552	2016	GOOD	10	NORTHERN CA
1	CEDARAPIDS CR552	2010	GOOD	8	NORTHERN CA
1	CEDARAPIDS CR552	2017	GOOD	7	NORTHERN CA
1	CEDARAPIDS CR352	2017		7	NORTHERN CA
	CEDARAPIDS CR552		GOOD	6	NORTHERN CA
1	CEDARAPIDS MS2	2018	GOOD	6	NORTHERN CA
<u> </u>	CEDARAPIDS MS2	2018	GOOD	6	NORTHERN CA
1	CEDARAPIDS MS2	2018	GOOD	6	NORTHERN CA
1	CEDARAPIDS MS-2	2018	GOOD	6	NORTHERN CA
L		2018	GOOD	6	NORTHERN CA
		2018	GOOD	6	NORTHERN CA
		2018	GOOD	6	NORTHERN CA
· · · · · · · · · · · · · · · · · · ·	CEDARAPIDS MS-2	2018	GOOD	6	NORTHERN CA
	GOMACO GT6300	2005	GOOD	19	NORTHERN CA
	GOMACO GT6300	2006	GOOD	18	NORTHERN CA
	GOMACO RTP500	2010	GOOD	14	NORTHERN CA
	GOMACO GHP2800	2011	GOOD	13	NORTHERN CA
	GOMACO GT6300	2014	GOOD	10	NORTHERN CA
	GOMACO GT6300	2014	GOOD	10	NORTHERN CA
	GOMACO Commander III	2016	GOOD	8	NORTHERN CA
	GOMACO Commander	2019	GOOD	5	NORTHERN CA
	GOMACO Commander	2019	GOOD	5	NORTHERN CA
	GOMACO COMMIII	2022	LIKE NEW	2	NORTHERN CA
	GOMACO COMMANDER III	2023	NEW	1	NORTHERN CA
	GOMACO COMMANDER III XTREME	2024	NEW	0	NORTHERN CA
	JOHN DEERE 410G	2004	GOOD	20	NORTHERN CA
	JOHN DEERE 410J	2007	GOOD	17	NORTHERN CA
	JOHN DEERE 210L	2010	GOOD	14	NORTHERN CA
	JOHN DEERE 210L	2019	GOOD	5	NORTHERN CA
····	JOHN DEERE 210L	2019	GOOD	5	
·	JOHN DEERE 210L	2019	GOOD	5	NORTHERN CA
	JOHN DEERE 210L	2019	GOOD	5	NORTHERN CA
	JOHN DEERE 210L	2019	GOOD		NORTHERN CA
· · · · · · · · · · · · · · · · · · ·	JOHN DEERE 210	2015	GOOD	5	NORTHERN CA
	JOHN DEERE 210	2021	GOOD	3	NORTHERN CA
	JOHN DEERE 210L	2021	NEW	3	NORTHERN CA
	JOHN DEERE 210L			<u> 1</u>	NORTHERN CA
	KOMATSU 490LC-11	2023	NEW	1	NORTHERN CA
	KOMATSU 490LC-11	2016	GOOD	8	NORTHERN CA
		2016	GOOD	8	NORTHERN CA
	LINCOLN 660H	2000	GOOD	24	NORTHERN CA

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1	LINCOLN	660H	2000	GOOD	24	NORTHERN CA
1	LINCOLN	660AXL	2017	GOOD	7	NORTHERN CA
1	LINCOLN	660AXL	2017	GOOD	7	NORTHERN CA
1	MIDLAND	SPD-8	2010	GOOD	14	NORTHERN CA
1	R&D HYDRAULICS	ASPHALT TRENCH PAVER	2000	GOOD	24	NORTHERN CA
1	ROADTEC	SB2500E	2012	GOOD	12	NORTHERN CA
1	TAKEUCHI	TB2150	2022	LIKE NEW	2	NORTHERN CA
1	TAKEUCHI	TB2150	2023	NEW	1	NORTHERN CA
1	TAKEUCHI	TB2150	2023	NEW	1	NORTHERN CA
1	TAKEUCHI	TB2150	2023	NEW	1	NORTHERN CA
1	TEREX	CR552	2010	GOOD	14	NORTHERN CA
1	TEREX	CR552	2013	GOOD	11	NORTHERN CA
1	VOLVO	L150H	2014	GOOD	10	NORTHERN CA
1	VOLVO	L150H	2014	GOOD	10	NORTHERN CA
1	VOLVO	L150H	2014	GOOD	10	NORTHERN CA
1	VOLVO	L150H	2015	GOOD	9	NORTHERN CA
1	VOLVO	L150H	2015	GOOD	9	NORTHERN CA
1	VOLVO	L150H	2016	GOOD	8	NORTHERN CA
1	VOLVO	L150H	2016	GOOD	8	NORTHERN CA
1	VOLVO	L150HLB	2016	GOOD	8	NORTHERN CA
1	VOLVO	L150HLB	2016	GOOD	8	NORTHERN CA
1	VOLVO	L150HLB	2016	GOOD	8	NORTHERN CA
1	VOLVO	L120H	2017	GOOD	7	NORTHERN CA
1	VOLVO	L120H	2017	GOOD	7	NORTHERN CA
1	VOLVO	L150H	2017	GOOD	7	NORTHERN CA
1	VOLVO	L150HLB	2017	GOOD	7	NORTHERN CA
1	VOLVO	L150HLB	2018	GOOD	6	NORTHERN CA
1	VOLVO	L150H	2019	GOOD	5	NORTHERN CA
1	VOLVO	L150H	2019	GOOD	5	NORTHERN CA
1	VOLVO	L150H	2020	GOOD	4	NORTHERN CA
1	VOLVO	L150H	2020	GOOD	4	NORTHERN CA
1	VOLVO	L150	2022	LIKE NEW	2	NORTHERN CA
1	VOLVO	L150H	2022	LIKE NËW	2	NORTHERN CA
1	VOLVO	L150H	2022	LIKE NEW	2	NORTHERN CA
1	VOLVO	L150H	2022	LIKE NEW	2	NORTHERN CA
1	VOLVO	L120H	2024	NEW	0	NORTHERN CA
1	VOLVO	L150H	2024	NEW	0	NORTHERN CA
1	WEILER	W530	2010	GOOD	14	NORTHERN CA
	WEILER	E2850A	2016	GOOD	8	NORTHERN CA
	WEILER	E2850A	2017	GOOD	7	NORTHERN CA
L	WEILER	Р385В	2018	GOOD	6	NORTHERN CA



## Contractor's License Detail for License # 8

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLR complaint disclosure is restricted by law (BDP 71/24.6) if this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (88P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database

Data current as of 7/10/2024 12:09:42 PM

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A TEICHERT & SON INC dba TEICHERT CONSTRUCTION

PO BOX 15002 SACRAMENTO, CA 95851 Business Phone Number:(916) 484-3011

> Entity Corporation Issue Date 09/24/1929 Reissue Date 04/03/1989 Expire Date 04/30/2025

> > a conselensa

This license is current and active.

All information below should be reviewed.

Constant of K

- ➤ A+GENERAL ENGINEERING
- C-61 / 049 TREE SERVICE
- ▶ 8 GENERAL BUILDING
- ► C16 FIRE PROTECTION
- ► C27 LANDSCAPING

### Certifications

HAZ - HAZARDOUS SUBSTANCES REMOVAL



### Contractor's Bond

This license filed a Contractor's Bond with SAFECO INSURANCE COMPANY OF AMERICA. Bond Number: 6250091 Bond Amount: \$25,000 Effective Date: 01/01/2023 Contractor's Bond History

### Bond of Qualifying Individual

- This license filed Bond of Qualifying Individual number 070207314 for MARY THERESE TEICHERT in the amount of \$25,000 with LIBERTY MUTUAL INSURANCE COMPANY. Effective Date: 01/01/2023 BQPs Bond History
- This license filed Bond of Qualifying Individual number 070220449 for ALAN EDWARD HERRNBERGER in the amount of 525,000 with LIBERTY MUTUAL INSURANCE COMPANY, Effective Date: 10/26/2023

### Shrker Company

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA Policy Number: VTWXJUB4R63056524 Effective Date: 03/31/2024 Expire Date: 03/31/2025 Workers' Compensation History

### Marchaeler and

- ▶ 07/21/2017 DOSH REGISTRATION VERIFIED FOR C22
- 03/09/2023 DOSH REGISTRATION VERIFIED FOR C22

### - 1. P

Personnel listed on this license (current or disassociated) are listed on other licenses.

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U	Claimant	Claimant Date Filed / Owner Gen	Owner Owner	General	Docovintion of Claim	Amount	
- D		Resolved		Contractor	Description of Claim	Claimed	Resolution
J	Accelerated Water Meter Program City of Sacramento	4/13/2022	City of Sacramento	A. Teichert & Son, Inc. dba Teichert Construction	City of Sacramento A. Teichert & Son, Inc. The lawsuit arises from a public work of timprovernent known as the Accelerated Water dba Teichert Meter Program. The 6 projects involved installation of approximately 13,000 water meters and associated new water mains. The projects were competed between 2017 and 2020. The City now alleges installation of incorrect materials and breach of warranty.	Unspecified	

Rev. 1 June 17th, 2024

### DOCUMENT 00 45 19

### NON-COLLUSION DECLARATION

### PUBLIC CONTRACT CODE SECTION 7106

### NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the <u>Vice President &</u> of <u>A. Teichert & Son, Inc. dba Teichert Construction</u>, the party making the foregoing bid. Construction General Manager

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_\_[date], at \_\_\_\_\_\_[city], \_\_\_\_\_\_[california \_\_\_\_\_\_[state].

BIDDER'S SIGNATURE:

NAME/TITLE OF SIGNATORY:

LEGAL NAME OF BIDDER:

Scott R. Lewis - Vice President & Construction General Manager

A. Teichert & Son, Inc. dba Teichert Construction

END OF DOCUMENT

Rev. 1 June 17th, 2024

### DOCUMENT 00 45 46

### **BIDDER CERTIFICATIONS**

### TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 8, below.

### 1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

### 2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the Labor Code Section 3700, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

### 3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Section 1773, which requires the payment of prevailing wage on public projects. Contractor and any subcontractors under the Contractor shall comply with Labor Code Section 1776 regarding wage records, and with Labor Code Section 1777.5 regarding the employment and training of apprentices. Contractor is responsible to ensure compliance by any and all subcontractors performing work under this Contract.

### 4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Sections 1777.1 and 1777.7 Code, and Contractor and Subcontractors are eligible to bid and work on public works projects.

### 5. CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

### 6. CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

### 7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the

Rev. 1 June 17th, 2024

labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

### 8. CERTIFICATION REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION

By my signature hereunder, as the Contractor, I certify that Contractor, and all Subcontractors listed on Document 00 43 36 (Subcontractors List) are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. Contractor's registration number is **[please complete]** <u>8</u>. Subcontractors' registration numbers are as indicated in Document 00 43 36.

BIDDER:	A. Teichert & Son, Inc. dba Teichert Construction	
Date: 1/18/24 [202]	By:	(Name of Bidder)
		(Signature)
	Name: Scott R. Lewis	
		(Print Name)
	lts: Vice President & Construc	tion General Manager
		(Title)
	END OF DOCUMENT	

A. Teichert & Son, Inc. dba Teichert Construction Rev. 1 June 17th, 2024

### DOCUMENT 00 45 48

### IN-USE OFF-ROAD DIESEL-FUELED FLEETS CERTIFICATION

### TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 2, below.

- <u>Certification of Compliance</u>. I hereby certify that I and all of my Subcontractors will conform to the California Air Resource Board (CARB) In-Use Off-Road Diesel-Fueled Fleets requirements for all work involving the use of vehicles subject to the regulations, including, without limitation, as applicable, the Contracting Requirements in Title 13 CCR section 2449, subdivision (i), subparts (1) – (4), and the Prime Contractor Requirements in Title 13 CCR section 2449, subdivision (j), subparts (1) – (5).
- 2. Instructions. Check one (1) box below.

Bidder's current CARB issued Certificate of Reported Compliance accompanies this Certification. (If this box is checked, the Certificate *must be* provided.)

Bidder certifies that its work on the Project (including work of its Subcontractors) does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

BIDDER:			A. Teichert & Son, Inc. dba Teichert Construction	
			(Name of Bidder)	
Date:	7/18	, 2024	By: Y Jal	
			(Signature)	
			Name: Scott R. Lewis	
			(Print Name)	
			Its: Vice President & Construction General Manager	
			Its:Vice President & Construction General Manager (Title)	
			(Title)	
			(Title)	

California Environmental Protection Agency

# Air Resources Board

January 1, 2024

OFF-ROAD DIESEL VEHICLE REGULATION CERTIFICATE OF REPORTED COMPLIANCE

is issued to

# **TEICHERT INC./MOBILE**

certificate is null and void Certificate expires 2/28/2025 sadina 2449 As analasing watana watang ky katakana analasing a agampy nuka na regeried ar fi brains: an spanifier) in Serrich 2449, with all man the run hundenness, also the California Ar Rasources Board and has paralled they are in compliance with the 19 COR. The centilicate indicates that the fleet listed above has reported with ceat deset vehicles to the

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Off-road Dieted Floret Identification

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CERTIFICATE OF REPORTED COMPLIANCE This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Environmental Protection Agency OFF-ROAD DIESEL VEHICLE REGULATION reported and labeled, as specified in Section 2449, with all possible completeness, else this section 2449. All applicable vehicles owned by the individual, company, or agency must be California Air Resources Board and has certified they are in compliance with title 13 CCR, **Air Resources Board** certificate is null and void Certificate expires 2/28/2025 PACIFIC BORING INC. January 1, 2024 is issued to

B W

Chief, Mobile Source Control Division California Air Resources Board

Jack Kitowski

Off-road Diesel Fleet Identification

977

To verify the authenticity of this certificate, enter this number at http://www.arb.ca.gov/doors/compliance\_cert1.html

https://ssl.arb.ca.gov/ssldoors/doors reporting/perm/php/certificate.php

California Air Resources Board: Off-Road Diesel-Fueled Fleets Reg...

https://ssl.arb.ca.gov/ssldoors/doors\_reporting/perm/php/certificate.php



California Environmental Protection Agency

## **Air Resources Board**

March 1, 2023

IN-USE OFF-ROAD DIESEL-FUELED FLEETS **CERTIFICATE OF REPORTED COMPLIANCE REGULATION is issued to** 

# ANRAK CORPORATION

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the reported and labeled, as specified in Section 2449, with all possible completeness, else this section 2449. All applicable vehicles owned by the individual, company, or agency must be California Air Resources Board and has certified they are in compliance with title 13 CCR, certificate is null and vold. Certificate expires 2/29/2024

) Versie

Chief, Mobile Source Control Division California Air Resources Board Sydney. Vergis

1993

Off-road Diesel Fleet Identification

http://www.arb.ca.gov/doors/compliance\_cert1.htm

To verify the authenticity of this certificate, enter this number a

Historic Olivehusrt Pipeline Replacement Project - Addendum 1

### **Specifications**

Section 00 11 16 - Notice Inviting Bids

Corrected bid due date to be consistent with other documentation. Bid due date is July 18<sup>th</sup> at 2:00pm.

### Section 00 21 13 - Instructions to Bidders

6.05 – Wage Rates, the project is funded through the DWR drought relief funding program and DWR requires prevailing wage reporting. See labor rate template included in appendix to be filled out and submitted by contractor. This will be in addition to the normal DIR reporting requirements. Example of the DWR wage reporting document is included in the appendix at the end of the bid package.

Section 00 41 13 - Bid Form

Updated bid form to include an item for 120' of Restrained 6" PVC DR14 Pipe located on the private road at the end of the 8<sup>th</sup> Ave alignment (Sheet 18 – C25 Private Road Alignment). Bid item 8.

Section 00 45 13 - Statement of Qualifications for Construction

2.02 – Submittals: C. Audited or Reviewed Financial Statements

Requirements removed, documentation of audited or reviewed financial statements is not required.

### Section 01 11 00 Summary of Work

Updated bid items to include an item for 120' of Restrained 6" PVC DR14 Pipe located on the private road at the end of the 8<sup>th</sup> Ave alignment (Sheet 18 – C25 Private Road Alignment). Bid Item 8.

### Section 01 45 23 - Testing and Inspection

Section 1.08 incorrectly focuses on building code testing and inspection requirements. Replaced references in this section with Title 22, Division 4, Chapter 16 – California Water Works Standards.

Section 02075 – Protection, Testing, and Restoration of Existing Facilities

Updated section 1.03 A & B to correctly reference 00 72 00 – Section 13.02 and Section 13.03 respectively.

Section 15401 PVC Pipe – Section 3.03 Testing

B - 3. Allowable Leakage - Leakage testing requirements updated to include OPUD Standard for leak testing.

C – Added an additional section to highlight the testing requirements after disinfection. Highlighting requirements per OPUD standards as well as including HPC ( Heterotopic Plate Count ) testing as part of the disinfection testing.

### **Drawings**

DWG C25 - Sheet 18

Removed callout for 8" PVC. New main to be 6" PVC for the private road alignment shown on this sheet.

Signed: 1

Scott R. Lewis - Vice President & Construction General Manager

### Historic Olivehusrt Pipeline Replacement Project - Addendum 2 Changes

### **Specifications**

Document 00 01 10 Table of Contents

1. Updated to include new technical specifications section for trenchless pipe installation to accommodate potential for boring of services.

Document 00 01 15 List of Drawings, Tables, Schedules, and Technical Specifications

1. Updated to include new technical specifications section for trenchless pipe installation to accommodate potential for boring of services.

Document 00 11 16 Notice Inviting Bids

1. Updated the licensing requirement for the job to correctly state Class A contractor's license is required to bid the contract (Class B not an acceptable qualification).

Document 00 41 13 Bid Form

- 1. Bid item for New 8" DR14 Unrestrained PVC pipe has been updated to correctly list bid time as unit price per lineal foot.
- 2. Bid item added for New 6" DR14 Restrained PVC pipe has been added.
- 3. Bid item for landscape and hardscape has been added.
- Note that pavement restoration quantities have been updated to only include the mainline pavement restoration. Restoration associated with services has been included in the bid items for New service Installation, see updates to Section 01 11 00 - Summary of Work.

Section 01 11 00 - Summary of Work

- 1. Bid items 26, 27, 28, 29, 30 have been updated to include pavement restoration associated with new service installation.
- 2. Bid items 32, 33 have had the quantities reduced to only cover the mainline restoration. Additional pavement restoration to be included with bid items which are expected to disturb pavement.
- 3. Added bid item 34 Landscape and hardscape repair. This bid item covers all potential damage to private property that may occur while reestablishing service connections.

Section 02400 - Trenchless Pipe Installation

1. Section added to accommodate boring of services when determined beneficial by the contractor.

Section 02491 Landscaping Repairs

1. Removed section requiring contractor to provide maintenance of the replaced landscaping, 3.07 - Post construction documentation updated to provide direction on invoicing for progress payments.

Section 02575 Pavement Restoration

1. 3.07 Service & in-tract related pavement restoration updated to include direction for patching of potholes that may be performed outside of trenching activities that will require a permanent pavement patch in lieu of being patched as part of the T-Trench restoration.

Section 15080 Pipe Fittings and Accessories

 Updated section 2.02 B. to include preapproved fittings for service installation and updated poly pipe from PE 3408 pressure class 200 to PE 4710 and pressure class 250 to be consistent with poly service pipe currently used by OPUD.

### Drawings

Sheet G8, G9 -- updated sheet number to correctly match sheet index

Sheet C25 – Addendum 1 change clouded to highlight correct pipe size

Sheet D1 – updated sheet number to correctly match sheet index

Sheet D2 – updated sheet number to correctly match sheet index, detail 3 – Anodes removed, no anodes will be required. All metallic appurtenances shall receive appropriate polyethylene wrap/encasement per specifications.

Sheet D3 – Updated sheet number to correctly match sheet index, Detail 6 – 1" water service has been revised to accurately represent OPUD's current meter installations. For service reconnection contractor will be required to furnish all components from the mainline to the angle ball stop valve (item 1 in the material list). For relocated meters contractor will be required to also furnish the meter spud and necessary components to reestablish the in-tract connection to the nearest existing in-tract location with an appropriate coupling.

Sheet D4 – updated sheet number to correctly match sheet index

Sheet T1 – updated sheet number to correctly match sheet index

Sheet T2 – updated sheet number to correctly match sheet index

### Appendices

Added Title pages for each appendix listed in the table of contents

Appendix 1 – Olivehurst PUD Improvement Standards and Standard Details

Appendix 2 – Yuba County General Notes

Appendix 3 – Yuba County Encroachment Permit Application & General Conditions

Appendix 4 – Yuba County Traffic Control Devices

Appendix 5 – Department of Water Resources Variance Documents (new)

Appendix 6 – Department of Water Resources Prevailing Wage Reporting Form

Appendix 7 – OPUD Well Data

Signed:

Scott R. Lewis - Vice President & Construction General Manager

### Historic Olivehusrt Pipeline Replacement Project - Addendum 3 Changes

### **Specifications**

Section 01 11 00 - Summary of Work

- Bid item 5 Pothole of Exiting Utilities has been updated to indicate that this bid item is specific to potholing of the mainline only and should be bid on unit cost. This is for the purpose of informing the District and the Engineer of underground utility locations, depths, sizes, etc. prior to construction in order to determine if revisions to the design are necessary.
- Please note that potholing efforts for new water services are to be bid as part of the unit cost for installing each service, the number of existing utilities requiring potholing will be different for each type and location.

Document 00 41 13 - Bid form

- Bid item 5 Pothole of Existing Utilities has been revised to provide an accurate estimate for the number of potholes (previously summarized as lump sum in the summary of work).
- Bid item 33 Pavement Restoration has had its quantity increased. The purpose is to account for additional restoration that may be required on Olivehurst Ave. The County has not provided specific limits of restoration so we assume any disturbance to an individual quadrant of the impacted intersections will require a complete grind, overlay and restriping of that quadrant to the curb return.

Signed:

Scott R. Lewis - Vice President & Construction General Manager